

Exhibit 1

Exhibit 1

1 COMP

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8 *Attorneys for Plaintiff*
Cimarron Road LLC

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DISTRICT COURT

11

CLARK COUNTY, NEVADA

12

CIMARRON ROAD LLC,

CASE NO.

13

Plaintiff,

DEPT. NO.

14

v.

COMPLAINT

15

GENSLER ARCHITECTURE, DESIGN &
 PLANNING, P.C., DOES I through X, and
 ROE CORPORATIONS I through X,

Exempt from Arbitration
 Damages in Excess of \$50,000.00

16

Defendants.

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18 Plaintiff, CIMARRON ROAD LLC ("Cimarron Road"), by and through its attorneys of
 19 the law firm of Holland & Hart LLP, as and for its Complaint against Defendants, GENSLER
 20 ARCHITECTURE, DESIGN & PLANNING, P.C., DOES I through X, and ROE
 21 CORPORATIONS I through X, complains, avers, and alleges as follows:

22

THE PARTIES

23

1. Cimarron Road is a Delaware limited liability company authorized to do business
 and doing business in Clark County, State of Nevada.

24

2. GENSLER ARCHITECTURE, DESIGN & PLANNING, P.C. is a New York
 professional corporation authorized to do business and doing business in Clark County, State of

25

HOLLAND & HART LLP
 9555 HILLWOOD DRIVE, 2ND FLOOR
 LAS VEGAS, NV 89134

1 Nevada. GENSLER ARCHITECTURE, DESIGN & PLANNING, P.C., DOES I through X, and
2 ROE CORPORATIONS I through X are hereafter collectively referred to as "Gensler".

3 3. DOES I through X, as individuals, and ROE CORPORATIONS I through X,
4 inclusive, are individuals or business entities who participated in the acts detailed below, and are
5 responsible and liable to Cimarron Road for their actions resulting in material damage and loss,
6 related to the office building located at 6801 S. Cimarron Road, Las Vegas, Nevada (the
7 “Property”). The true names and capacities of those parties sued as DOES I through X, as
8 individuals, and ROE CORPORATIONS I through X, inclusive, are presently unknown to
9 Cimarron Road, who therefore sues said parties by such fictitious names. When the true names
10 and capacities of such parties become known, Cimarron Road will seek leave of Court to amend
11 this Complaint to replace one or more “DOE” and/or “ROE CORPORATION” parties with the
12 true name, identity and capacity of each additional party to this action, together with the proper
13 charges and allegations, and to authorize service of process on such additional parties.

JURISDICTION AND VENUE

15 4. This Court has subject matter jurisdiction pursuant to Article VI of the Nevada
16 Constitution, and personal jurisdiction over Defendants, and each of them, in accordance with
17 NRS 14.065, on the grounds that such jurisdiction is not inconsistent with the Nevada Constitution
18 or the United States Constitution.

19 5. The matter in controversy exceeds \$15,000, the minimum jurisdictional amount of
20 this Court.

21 6. This matter is exempt from mandatory arbitration because the damages sought
22 exceed \$50,000.

23 7. Attached hereto as **Exhibit 1** is the declaration of Lars Evensen, Esq., which
24 includes the report of Frank Young, P.E. regarding issues associated with the electrical design of
25 the Project as discussed herein.

26 8. Attached hereto as **Exhibit 2** is the declaration of Lars Evensen, Esq., which
27 includes the report of architect, Robert Perry regarding issues associated with Gensler's design
28 services with respect to the Project as discussed herein.

GENERAL ALLEGATIONS

9. Cimarron Road is the owner of the Property.

10. On or about June 27, 2016, Cimarron Road and Gensler executed a written agreement (the “Core & Shell Agreement”) whereby Gensler agreed to perform the design and documentation for a 4-story, 150,000 square foot tilt-up concrete building and other site improvements at the Property, which would serve as the corporate headquarters for Credit One Bank, N.A.

11. On or about June 27, 2016, Cimarron Road and Gensler executed a separate written agreement (the “Build-Out Agreement”) whereby Gensler agreed to perform the design and documentation for the interior build-out of the above-mentioned 4-story building.

12. The above-mentioned 4-story building and interior build-out is hereafter collectively referred to as the “Project”.

13. Pursuant to the Core & Shell Agreement and Build-Out Agreement, Gensler agreed to design the Project and provide construction documents (including, but not limited to, plans, drawings, and specifications) that met Cimarron Road’s requirements for the Project, were constructible, accurate, suitable for their intended use, and were in compliance with all applicable laws and industry standards.

14. As the architect for the Project and pursuant to the Core & Shell Agreement and Build-Out Agreement, Gensler was ultimately responsible for the design of the Project and all components thereof.

15. As part of its responsibilities under the Core & Shell Agreement and Build-Out Agreement, Gensler engaged sub-consultants for the design of, among other components, the mechanical (e.g., HVAC systems), electrical, and plumbing (collectively, “MEP”) components of the Project.

16. In or about July 2016, Gensler retained Melroy Engineering, Inc. dba MSA Engineering Consultants (“MSA”) as a sub-consultant pursuant to a written sub-consultant agreement (the “Sub-Consultant Agreement”) to provide design and other consulting services with respect to the MEP components of the Project.

1 17. As Gensler's subconsultant and pursuant to the Sub-Consultant Agreement, MSA
 2 was responsible for the design of the MEP components of the Project and had the duty to provide
 3 construction documents (including, but not limited to, plans, drawings, and specifications) that
 4 were done in a good and workmanlike manner, constructible, accurate, suitable for their intended
 5 use, and in compliance with all applicable laws and industry standards.

6 18. By retaining MSA as its sub-consultant for the Project, Gensler was responsible
 7 for reviewing and approving the work of MSA and/or is otherwise ultimately responsible for
 8 MSA's actions and/or inactions.

9 19. On or about September 27, 2016, Cimarron Road retained Burke Construction
 10 Group ("Burke") as the general contractor to construct the Project in accordance with Gensler's
 11 design and construction documents.

12 20. Construction of the Project commenced in or about January 2017 and was
 13 substantially completed no earlier than December 2017.

DESIGN DEFICIENCIES

15 21. In or about September 2016, MSA produced its permit set of construction
 16 documents for the MEP components of the Project.

17 22. During the course of construction, the following deficiencies in the work of
 18 Gensler and/or MSA with respect to the design of the Project's air handling units ("AHUs") were
 19 discovered:

AHU Feeder and Disconnect Upsize Issue

21 23. As part of its work, MSA was responsible for the design of the AHUs and the
 22 electrical systems required to support the AHUs.

23 24. MSA's drawings with respect to the conductors and circuit breakers serving the
 24 AHUs were undersized and otherwise insufficient for the AHUs as designed.

25 25. On or about February 25, 2017, MSA was provided with submittal and product
 26 information from the manufacturer of AHUs, which included information regarding the required
 27 electrical service for the AHUs. After receiving such information, MSA was aware or reasonably

1 should have been aware that the conductors and circuit breakers in MSA's electrical drawings
2 serving the AHUs were undersized and otherwise insufficient for the AHUs as designed.

3 26. MSA had a duty to revise its electrical drawings after receipt of the February 25,
4 2017 product information from the manufacturer of the AHUs, but failed to do so.

5 27. In or about July 2017, Helix Electric ("Helix" – Burke's electrical subcontractor)
6 discovered that the conductors and circuit breakers in MSA's electrical drawings serving the
7 AHUs were undersized and otherwise insufficient for the AHUs as designed.

8 28. During an owner-architect-contractor meeting, MSA's electrical engineer
9 admitted that the conductors and circuit breakers were undersized.

10 29. MSA's electrical engineer further admitted that drawings were incomplete at the
11 time they were submitted to Clark County for permit and that he nevertheless did so to obtain the
12 necessary building permits.

13 30. Moreover, MSA's electrical engineer admitted that he failed to update the
14 drawings to include the proper conductors and circuit breakers and that the deficient drawings
15 were allowed to go out for bid.

16 31. In addition to the undersized conductors and circuit breakers, it was discovered
17 that MSA's electrical drawings omitted electrical service to several variable air volume boxes
18 ("VAVs") that had been specified in the mechanical design.

19 32. On or about August 23, 2017, MSA reissued drawings through ASK-55 to address
20 the inadequate conductors and circuit breakers serving the AHUs and the omitted VAVs.

21 33. As the direct and proximate result of MSA's deficient design of the conductors
22 and circuit breakers serving the AHUs and the omitted electrical service to the VAVs, Cimarron
23 Road incurred increased Project construction costs, property damage, and other damages,
24 including, but not limited to: delays in the planned substantial completion of the Project; added
25 labor and general conditions costs; costs for Burke and its subcontractors to perform destructive
26 work, install the necessary electrical components and other materials, and to patch and repair
27 drywall and paint (collectively, the "Correction Work"); and damage to the structural integrity,
28 electrical system, finishes, and other components of the Project as a result of the Correction Work.

1 **FIRST CLAIM FOR RELIEF**

2 **(Breach of Contract)**

3 34. Cimarron Road repeats, realleges, and incorporates the preceding paragraphs as if
4 fully set forth herein.

5 35. Gensler entered into the Core & Shell Agreement and Build-Out Agreement with
6 Cimarron Road to perform design services with respect the Project.

7 36. As described above, Gensler breached both the Core & Shell Agreement and
8 Build-Out Agreement by failing to properly and fully perform such design services with respect
9 to the Project. In addition, Gensler is legally and contractually responsible for its sub-consultants'
10 actions and/or inactions pursuant to the Core & Shell Agreement and Build-Out Agreement.

11 37. Cimarron Road has fully performed in full each and every obligation of the Core
12 & Shell Agreement and Build-Out Agreement except those conditions and obligations which have
13 been waived or legally excused.

14 38. Cimarron Road, under both the Core & Shell Agreement and Build-Out
15 Agreement, is entitled to its reasonable attorneys' fees and costs.

16 39. As a direct and proximate result of Gensler's contract breaches, Cimarron Road
17 has been damaged in excess of \$15,000.

18 40. Cimarron Road has been required to retain the services of an attorney to prosecute
19 this action and is thus entitled, in addition to all other relief requested, to an award of its reasonable
20 attorney's fees and costs incurred and to be incurred in the litigation of this claim and interest
21 thereon.

22 **SECOND CLAIM FOR RELIEF**

23 **(Breach of Implied Covenant of Good Faith and Fair Dealing)**

24 41. Cimarron Road repeats, realleges, and incorporates the preceding paragraphs as if
25 fully set forth herein.

26 42. Gensler entered into the Core & Shell Agreement and Build-Out Agreement with
27 Cimarron Road to perform design services with respect the Project. Pursuant to the Core & Shell

1 Agreement and Build-Out Agreement, Gensler is legally and contractually responsible for its sub-
2 consultants' actions and/or inactions.

3 43. In every contract is an implied covenant of good faith and fair dealing.

4 44. It was Cimarron Road's reasonable expectation that Gensler and/or its sub-
5 consultants would provide adequate design services for the Project in accordance with the terms
6 of the Core & Shell Agreement and Build-Out Agreement.

7 45. It was Cimarron Road's reasonable expectation that Gensler and/or its sub-
8 consultants would provide plans and specifications that, when followed by the contractor, would
9 not result in defective work, and were constructible, accurate, suitable for their intended use, and
10 in compliance with all applicable laws and industry standards.

11 46. Cimarron Road was denied its reasonable expectations pursuant to the Core &
12 Shell Agreement and Build-Out Agreement as a result of Gensler's and/or its sub-consultants'
13 inadequate and deficient design work for the Project as described above.

14 47. As a result of Gensler's inadequate and deficient design work, Gensler breached
15 the implied covenant of good faith and fair dealing by denying Cimarron Road's reasonable
16 expectations under the Core & Shell Agreement and Build-Out Agreement.

17 48. Gensler's breaches of the implied covenant of good faith and fair dealing caused
18 Cimarron Road to be substantially damaged as a result of Cimarron Road incurring increased
19 Project construction costs, property damage, and other damages, including, but not limited to:
20 delays in the planned substantial completion of the Project; added labor and general conditions
21 costs; costs for Burke and its subcontractors to perform the Correction Work; and damage to the
22 structural integrity, electrical system, finishes, and other components of the Project as a result of
23 the Correction Work.

24 49. As a direct and proximate result of Gensler's breaches of the implied covenant of
25 good faith and fair dealing, Cimarron Road has been damaged in excess of \$15,000.

26 50. Cimarron Road has been required to retain the services of an attorney to prosecute
27 this action and is thus entitled, in addition to all other relief requested, to an award of its reasonable
28

1 attorney's fees and costs incurred and to be incurred in the litigation of this claim and interest
2 thereon.

3 **PRAYER FOR RELIEF**

4 **WHEREFORE**, Cimarron Road prays for judgment against Defendants, and each of
5 them for:

- 6 1. For actual, compensatory, special, and consequential damages in excess of
7 \$15,000.00;
8 2. For prejudgment and post-judgment interest;
9 3. For reasonable attorney's fees;
10 4. For costs of suit incurred; and
11 5. For such other and further relief as the Court may deem just and proper.

12 DATED this 26th day of May 2021.

13 **HOLLAND & HART LLP**

14 */s/ Lars. K. Evensen* _____

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18 Nevada Bar No. 10046
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20 Las Vegas, Nevada 89134

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28 *Attorneys for Plaintiff*
Cimarron Road LLC

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EXHIBIT 1

1 professional associated with the design and construction of improvements for the office building
2 located at 6801 S. Cimarron Road, Las Vegas, Nevada (the “Project”).

3 4. I have reviewed the facts of this case with representatives of CIMARRON ROAD
4 LLC and an expert in the area of building electrical engineering and design.

5 5. I have consulted with the expert in the area of building electrical engineering and
6 design regarding the size and adequacy of the conductors and circuit breakers serving the Project's
7 air handler units as designed by MELROY ENGINEERING, INC. dba MSA ENGINEERING
8 CONSULTANTS, a sub-consultant to GENSLER ARCHITECTURE, DESIGN & PLANNING,
9 P.C.

10 6. I reasonably believe the expert I consulted with is knowledgeable in the discipline
11 involved in the action involving the areas of building electrical engineering and design.

12 7. I have reviewed the expert report prepared associated with the area of building
13 electrical engineering and design, which is attached hereto as **Exhibit A**.

14 8. In my opinion, I have concluded there is a reasonable basis in law and fact to bring
15 the subject action.

16 Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true and
17 correct to the best of my knowledge.

18 DATED this 26th day of May 2021.

/s/ Lars K. Evensen
LARS K. EVENSEN

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EXHIBIT A



November 30, 2020

Lars Evensen, Esq.
Holland and Hart
9555 Hillwood Drive, 2nd Floor
Las Vegas, Nevada 89134

Re: File Name: 6801 S. Cimarron Road, Las Vegas, NV
J.S. Held #: 19121346

Dear Mr. Evensen:

Per your request, we are pleased to provide you with our Preliminary Report of Findings related to Credit One Bank located at 6801 S. Cimarron Road in Las Vegas, Nevada. J.S. Held LLC (J.S. Held) was retained on behalf of your client in late August 2020 to investigate and opine regarding our findings.

QUALIFICATIONS TO OPINE

Mr. Young has hands-on experience with electrical equipment failure analysis and an extensive background in multiple market sectors of construction, including healthcare (hospitals), industrial, commercial, higher education, retail, mission critical, and science & technology. Mr. Young has been providing expert consulting services throughout the United States and internationally for over 25 years. His expertise in electrical distribution systems and code compliance includes, but not limited to, electrical service infrastructure, normal & emergency power systems, low voltage systems, fire alarm systems and lighting systems (see exhibit "A").

DESCRIPTION

My understanding of J.S. Held's assignment for the project is as follows:

1. Review and analyze various project documents (see items listed below under "Documents Reviewed").
2. Attend site visits of the property, conducted on September 10, 2020.
3. Photograph and document of work in place from my site visit on September 10, 2020.
4. Prepare a preliminary report of findings that contains my opinions and conclusions in accordance with NRS 11.258.

EXECUTIVE SUMMARY

Based on the provided documents and my experience as a design professional, it is my expert opinion that MSA Engineering Consultants (MSA) did not perform their professional duties to the standard of care for an engineering professional due to the following:

- MSA undersized the conductors and circuit breakers for the rooftop air handling units, while readily available electrical data was available to appropriately size the conductors and circuit breakers as per the NEC and the manufacturer's recommendations.



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- After being provided submittals for rooftop air handling units with the appropriate electrical connection requirements to each unit, MSA did not revise their documents until approximately six months after their review of the submittals.
- Upon revising their electrical documents per the manufacturer's submittal data, MSA provided a revision that did not meet the National Electrical Code's conductor derating requirements for six carrying conductors installed in a single conduit as reflected on their revised drawings.

DOCUMENTS REVIEWED

The following items were provided or gathered for review, in whole or part:

1. Bates Stamped Documents:
 - a. COB000001 – COB008507
2. Architectural, Mechanical and Electrical Drawings
 - a. NV-427 – Burke – Delta 5 6 7 Permit Set Drawings and Specifications
 - b. NV-427 – Credit One – Core & Shell (9.27.16) Approved
 - c. NV-427 – Credit One – Core & Shell (9.27.16)
 - d. NV-427 – Credit One – T.I. – Permit Set
 - e. NV-427 – Credit One – T.I. – Stamped Permit Set
 - f. NV-427 – Grand – Civil Rev 1
 - g. NV-427 – Credit One Combined Field Set dated 04/26/2017
3. Rooftop Unit Submittal – Reviewed by MSA on 2/25/2017
4. Credit One Bank Mediation Brief with Exhibits dated 12/4/2020
5. NFPA 70 – National Electrical Code – 2011 Edition
6. The Architect's Handbook of Professional Practice – 15th Edition – 2014
7. Daikin Roopak Applied Rooftop Systems Catalog 214-13 - 2014

STANDARD OF CARE

For the purpose evaluating the engineer's work, we have applied the following definition of the standard of care described within The Architect's Handbook of Professional Practice, Fifteenth Edition (© 2014) published by the American Institute of Architects:

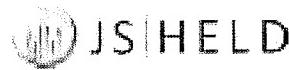
Standard of Care - What a reasonably prudent and careful engineer would do in the same community, at the same timeframe, under similar facts and circumstances.

The engineer is to follow applicable codes, available data and industry standards to produce a set of contract documents that can be submitted for construction, where an owner can reasonably expect the design to meet this standard of care, with the understanding that perfection is not a reasonable standard.

OBSERVATIONS AND FINDINGS

Permit Set Drawings dated 9/27/2016

As part of our scope, we analyzed the permit set of documents prepared by MSA Engineering Consultants (MSA) dated 9/27/2016. Included within the set was Electrical drawing E00.004 – Single Line Diagram



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(see exhibit "B"). The single line diagram reflects four separate air handling units (AHU's) being electrically fed from Distribution Board "RHDBA". Each AHU is fed with 4 #500 kcmil, 1 #2 Ground conductors installed in a single four-inch conduit. Each AHU's conductors are protected by a 400-amp frame circuit breaker with a 400-amp trip setting.

Also, included in the permit set was the Air Handling Unit Schedule located on sheet MP00.002 (see exhibit "C"). The schedule reflects the four AHU's to be manufactured by Daikin and model #RPS130D. Per the schedule, the Supply and Return Fans are to 75 horsepower (HP) in each AHU and each AHU included specifications for a cooling coil section and an indirect gas-fired heating section.

Gensler ASK-55 Drawings dated 8/23/2017

The ASK-55 drawings include revisions to electrical drawings E00.002 from the Tenant Improvement (T.I.) Drawings and E00.004 from the Core and Shell (C&S) Drawings. Images 1 and 2 below, reflect the revision history for each of these drawings prior to the ASK-55 release on 8/23/2017 (see exhibit "D").

Rev	Date	Issue Description	By	Check
	12/16/2016	PERMIT ISSUE	MSA	PE
2	01/12/2017	COORDINATION	MSA	PE
A	05/08/2017	OWNER CHANGES	MSA	PE
	08/04/2017	ASK-30	MSA	PE
	08/23/2017	ASK-55	MSA	PE

Image 1: Revision History of T.I. Drawing E00.002 as of ASK-55, 8/23/2017.

Rev	Date	Issue Description	By	Check
	09/27/16	PERMIT / BID ISSUE	MSA	PE
B	12/21/16	OWNER REVISION	MSA	PE
	08/23/2017	ASK-55	MSA	PE

Image 2: Revision History of C&S Drawing E00.004 as of ASK-55, 8/23/2017.

Sheet E00.002 reflects revisions to Distribution Boards '3HDBA' and '4HDBA'. Distribution Board '3HDBA' reflects a change of a 100% rated 450-amp circuit breaker serving AHU-3 with 6 #250 kcmil, 2#2 ground conductors in a single four-inch conduit. Distribution Board '4HDBA' has similar revisions except the breaker and conductors are serving AHU-4.

Sheet E00.004 reflects revisions to Distribution Board 'RHDBA' to circuits serving AHU-1 and AHU-2. The revisions include the circuit breakers changed to 600-amp frame and 450-amp trip setting serving each of the AHU's. The conductors were changed to 6 #250 kcmil, 2 #2 ground conductors in a single four-inch conduit. Also included in the revisions to the Distribution Board 'RHDBA', are the removal of AHU's 3 & 4 from the distribution board and Panelboard '4HI' being served from Distribution Board 'RHDBA' in lieu of its original location in Distribution Board '4HDBA'.



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Electrical Data from Daikin Catalog 214-13, dated 2014

Per the Air Handling Unit Schedule located on sheet MP00.002, as discussed above, the Daikin model #RPS130D is what was specified for each of the four AHU's. From our research, we obtained a catalog readily available on the Daikin website which included electrical data for the specified model #RPS130D. From our analysis of the catalog data, the RPS130D AHU contains the following electrical equipment, quantities of each piece of equipment and the electrical data for each:

Equipment Type	Quantity	Size (HP)Each	FLA/RLA Each (Amps)
Compressor	6	20	34.8
Condenser Fan	12	1	2.0 or 1.6 [#]
Supply Fan	1	75*	88 or 84 [#]
Return Fan	1	60**	72 or 70 [#]
Exhaust Fans	1-3***	5	7 or 6.5 [#]

Table 1: Electrical Data from Daikin Catalog 214-13

* - The catalog reflects a range of 5-75 HP for the supply fan for the RPS130D AHU. 75 HP was specified.

** - The catalog reflects a range of 5-60 HP for the return fan for the RPS130D AHU. 75 HP was specified; however, 60 HP was selected since the catalog represents up to a 60 HP.

*** - The catalog reflects that the RPS130D models contains 1-3 exhaust fans in each AHU. The AHU schedule on sheet MP00.002 does not specify the exhaust fan quantity.

- The Daikin 214-13 catalog reflects multiple FLA ratings for the different available motor types. The range indicates the highest and lowest FLA indicated in the data for each motor HP size.

Mechanical Rooftop Submittal Review, dated 2/25/2017

We were provided the AHU submittals that were reviewed by MSA on 2/25/17 (see exhibit "F"). The submittals were stamped "Reviewed exceptions noted, resubmittal not required unless otherwise noted" by initials RTJ. Within the comments section of the submittal review has the following "Provide 1" s.p. on the exhaust/return fan" and "Resubmittal required for item indicated only" is checked in the review.

The submittal includes MCA (Minimum Circuit Ampacity) and MROPD (Manufacturer Recommended Overcurrent Protection Device) values of 412.0 Amps and 450 Amps respectively at 460 Volts, 3-phase. There appears to be no comments concerning the electrical data provided within the submittal.

During our site visit on September 10, 2020, we observed the name plates for each AHU as MCA is listed 410.8 Amps and the MROPD is 450 Amps (see Image 3). One can see the submitted data by the manufacturer is similar to the data on the AHU's name plates.



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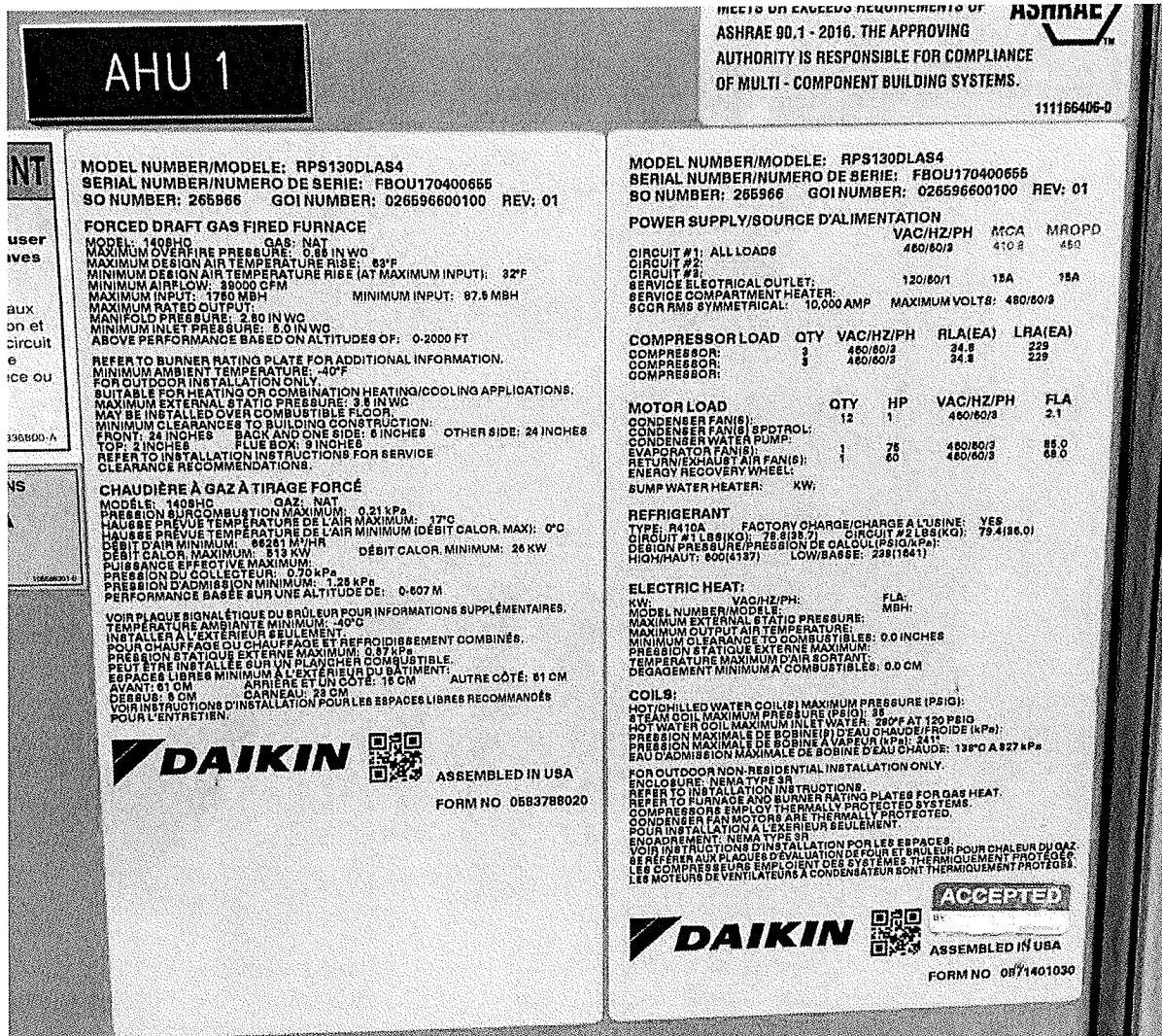


Image 3: AHU 1 Nameplate data reflecting MCA as 410.8 Amps and the MROPD as 450 Amps.

ANALYSIS

The AHU's were specified by MSA as Daikin RPS130D and were reflected on the mechanical drawings of the original permit set dated 9/27/2016. The mechanical drawings specify the return and supply fan sizes to be 75 HP each and the unit includes indirect gas heating and cooling coil sections. As discussed above, the Daikin 214-13 catalog reflects the return fan motor can only go up to a 60 HP motor for the return fan, therefore, the 60 HP size is utilized in the following calculations below in Tables 2 and 4.

From our research of the specified AHU's, we discovered a readily available catalog on the internet produced by Daikin and dated the year 2014, which was available when the permit drawings were produced in 2016. As discussed above, the catalog provided the quantities and the sizes for the fan motors and the compressor motors that are available in the specified RPS130D AHU. Within the provided electrical data for the AHU, there were multiple options for the different fan motors, therefore a design



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engineer would need to consider all available options, if not known from the specified unit. The specified unit on the mechanical drawings did not size any of the fan motors and quantities, except for the return and supply fan motors. The following Tables 2 & 3 reflect the options with the highest and lowest FLA for each of fan motors, along with the RLA of the compressor motors within the specified AHU and the total load calculations of each motor type:

ELECTRICAL CALCULATIONS PER DAIKIN CATALOG 214-13 - DATED 2014						
Equipment Type	Quantity	Size (HP)	FLA/RLA Each (Amps)		FLA/RLA Total (Amps)	
			High	Low	High	Low
Compressor	6	20	34.8	34.8	208.8	208.8
Condenser Fan	12	1	2	1.6	24	19.2
Supply Fan	1	75	88	84	88	84
Return Fan	1	60	72	70	72	70
			Total		392.8	382

Table 2: Electrical Data from Daikin Catalog 214-13 and total load calculations of each electrical motor.

The Daikin Catalog 214-13 also states that there are 1 – 3 exhaust fan motors in each unit, along with the above listed fan motors and compressor motors. Table 3 represents the load calculations for the options for 1, 2 or 3 exhaust fans within the AHU:

ELECTRICAL CALCULATIONS PER DAIKIN CATALOG 214-13 - DATED 2014						
Equipment Type	Quantity	Size (HP)	FLA/RLA Each(Amps)		FLA/RLA Total (Amps)	
			High	Low	High	Low
Exhaust Fans	1	5	7	6.5	7	6.5
Exhaust Fans	2	5	7	6.5	14	13
Exhaust Fans	3	5	7	6.5	21	19.5

Table 3: Electrical Data from Daikin Catalog 214-13 and total load calculations of each exhaust fan motor.

From the above information in Tables 2 & 3, a design engineer can calculate the MCA for the specified AHU's. Per the manufacturer's catalog, the MCA for the AHU's is calculated by adding the total electrical loads of the AHU plus 25% of the largest fan motor. The 75 HP supply fan is the largest electrical motors within the specified AHU and therefore 25% of 75 HP will be added to the above total loads in Table 2. Since there are multiple options for the 75 HP fan, 25% will be calculated for each option and are 22 amps and 21 amps respectively to the high and low load totals in Table 2. The total electrical load in amps for the high and low options are 414.8 amps and 403 amps, respectively. This total amp load does not include the exhaust fans as specified in the manufacturer's catalog and these totals will have to be considered in the MCA for the AHU's.

Since there are multiple options for the exhaust fans, a design engineer can calculate MCA of the AHU's by adding the total loads for each number of exhaust fans and consider the high and low amp ratings of each, as detailed in Table 3 above. For simplicity, we will consider the high load for 1 exhaust fan motor (7 amps) and the high load for 3 exhaust fan motors (21 amps) to calculate the range for the MCA of the specified AHU's. The total MCA for the two options is as follows in Table 4:



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Equipment Type	MCA Total (Amps)	
	High	Low
MCA of AHU with 1 Exhaust Fan	421.8	410
MCA of AHU with 3 Exhaust Fan	435.8	424

Table 4: MCA for AHU's utilizing 1 and 3 Exhaust Fan Options.

The totals from Table 4 provide a range of 410 amps to 436 amps for the MCA of the AHU's. From the MCA, the design engineer can select the conductor size to be equal to or above the calculated MCA. Based on the manufacturer's recommended conductor sizes and the National Electrical Code (NEC), the appropriate conductor and conduit size is 2 sets of 4 #4/0 AWG, 1 #2G in 2 ½" Conduits. These conductor and conduit sizes are appropriate for any of the MCA loads shown in Table 4. To size the MROPD, manufacturers will select the next size circuit breaker above the MCA as the appropriate size to protect the conductors serving the AHU. From Table 4 above, the MROPD would be 450 amps for any of the amperages shown in Table 4.

Given that the lowest load is 410 amps, this load provides a design engineer with data that requires the conductors to the AHU's to be larger than 400 amps as originally designed in the MSA electrical permit drawings and the MRODP would be 450 amps in lieu of the 400 amp circuit breakers as designed in the MSA original electrical permit drawings.

From the mechanical AHU submittals provided by the manufacturer, MSA reviewed the submittals on February 25, 2017, approximately five months after the permit drawings were produced. From our review the provided documents and drawings, MSA did not revise the conductor sizes nor the circuit breaker sizes to match with the manufacturer's recommended and provided data at or around the time of the reviewed submittal. After the review of the mechanical submittals dated February 25, 2017, MSA produced a set of revised electrical documents on March 1, 2017 noted as Revision #10 – Mechanical Coordination. From our analysis of these documents, the revised electrical drawings, dated March 1, 2017, did not integrate the submitted electrical power requirements of the AHU's (see exhibit "G"). The electrical drawings did not get revised by MSA until August 23, 2017 in ASK-55 (see exhibit "D"), approximately six months after the submittals were reviewed by MSA.

Lastly, as discussed above, MSA's revisions reflected in ASK-55 were to serve the AHU's with 2 sets of 3 #250 kcmil, 1 #2 ground conductors in a single 4" conduit. The 4" conduit is appropriately sized for the number and sizes of conductors installed in the 4" conduit as per the NEC conduit fill requirements. The 250 kcmil conductors with THHN/THWN insulation are rated for 90 degrees Celsius at 290 amps for each set of conductors. Meaning that the two sets of 250 kcmil conductors at 90 degrees Celsius are good for 580 amps. However, the lugs within the disconnects, circuit breakers and distribution boards are rated at 75 degrees Celsius; therefore, the amperage rating for 250 kcmil conductors at 75 degrees Celsius are rated for 255 amps for each set, giving a total of 510 amps total and this value is the appropriate amperage to be utilized for circuit conductors serving the AHU's.

MSA's decision to provide two sets of conductors in a single conduit is allowed per the NEC, however derating of the conductors is required when there are more than three current carrying conductors within a single conduit. Per MSA's design, the AHU's circuits contain six current carrying conductors, which are required to be derated to 80% of the normal current rating as per Table 310.15 (B)(3)(a) within the NEC.



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November 30, 2020

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Meaning that the 2 sets of 75 degrees Celsius conductors installed in a single conduit as indicated on MSA's drawings is rated for 80% of 510 amps which is equivalent to 408 amps. Per the Daikin submittals, the MCA for the unit is 412 amps, which is slightly higher than the rated 408 amps. Therefore, the 2 sets of 3 #250 kcmil, 1 #2 ground conductors installed in a single 4" conduit was not adequately sized for the AHU's calculated MCA as provided by the manufacturer.

One appropriate repair for the undersized conductors with minimal impact to the existing electrical systems is to remove the 6 #250 kcmil conductors, 2#2 Ground conductors from the existing 4" conduit and replace with 6 #300 kcmil conductors, 2 #2 Ground conductors in the existing 4" conduit. Voltage drop is not considered in the sizing of the new conductors, since we do not know the linear distance for each conductor serving each of the AHU's. Conductors would need to be sized appropriately for voltage drop as well.

CONCLUSIONS

Given that there were revisions completed by MSA on the electrical drawings which required revisions in the field after the permit documents were produced, we were provided documents reflecting activities and information for us to evaluate whether MSA performed their design and engineering duties to or above the standard of care for such duties. The following outlines our analysis of activities from MSA from the release of permit documents dated 9/27/16 and the release of ASK-55 dated 8/23/2017:

- The conductors and circuit breakers serving the AHU's were undersized on the permit electrical drawings for 400 amps, while readily available information from the manufacturer was available for the engineer at the time of design to utilize and calculate the appropriate conductors and circuit breakers for the AHU's.
- Approximately five months after the release of the electrical permit documents, MSA was provided submittals for the AHU's with the appropriate electrical data included. MSA did not provide any comments or notes concerning the electrical data within the provided AHU submittals.
- On March 1, 2017, MSA produced a set of electrical drawings titled Revision #10 – Mechanical Coordination and the AHU conductors and circuit breaker were not revised to correlate with the submitted electrical data in the AHU submittals.
- On August 23, 2017, approximately eleven months after the electrical permit documents were released and six months after the AHU submittals were reviewed by MSA, the conductors and circuit breakers serving the AHU's were revised by MSA in ASK-55.
- MSA's revised drawings in ASK-55 reflected a design utilizing conductors derated for 408 amps, which was less than the calculated MCA provided by the manufacturer.

Based on this information and from the definition of standard of care shown above, MSA did not perform their duties to meet or exceed the standard of care that is expected for a reasonably prudent and careful engineer in the same community, at the same timeframe, under similar facts and circumstances for the circuits serving the AHU's within the Credit One building. Therefore, based on the analysis and conclusions above, I believe that there is a reasonable basis to file an action against MSA.

[END OF REPORT]



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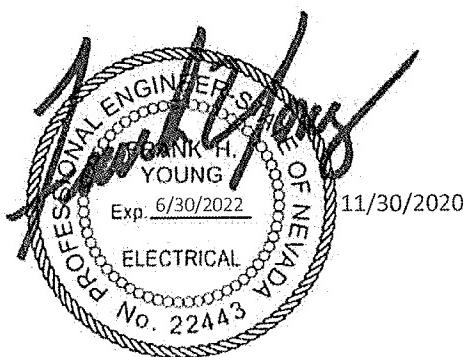
Page 9 of 9

CLOSING

Thank you for the opportunity to provide professional services. The opinions and conclusions in this report have been formulated within a reasonable degree of professional certainty. Please note that J.S. Held opinions are based on the information provided and/or obtained as well as our training, knowledge, and experience. To the extent that hidden conditions exist, and/or additional information is made available, J.S. Held reserves the right to revise or update any of the observations, assessments, and/or opinions as conditions change or additional information is provided for our review.

This document is to inure to the benefit of the addressee only and may not be relied upon, used by, or referenced by any third party without the written consent of J.S. Held. If clarification or additional information is required, please do not hesitate to contact us.

Respectfully,
J.S. Held LLC
Nevada Business License No. 26440



This item has been electronically signed and sealed by Frank Young, P.E. on 11/30/2020, using a Digital Signature. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

Frank Young
Senior Engineer II
Nevada License No. 22443 (Expires 06/30/2022)



Exhibit A

CV for Frank Young, PE



**Frank H. Young, PE, CFEI, LC, LEEP AP
Senior Engineer II**

Education:

Bachelor, Electrical Engineering, Georgia Institute of Technology

Professional Certifications, Registrations & Licenses:

PE 28983	State of Alabama Engineering License
PE 60207	State of Arizona Engineering License
PE 16384	State of Arkansas Engineering License
PE E 20372	State of California Engineering License
PE 45080	State of Colorado Engineering License
PE 30148	State of Connecticut Engineering License
PE 19220	State of Delaware Engineering License
PE 908108	District of Columbia Engineering License
PE 60648	State of Florida Engineering License
PE 27846	State of Georgia Engineering License
PE 16697	State of Hawaii Engineering License
PE 15600	State of Idaho Engineering License
PE 062-067392	State of Illinois Engineering License
PE 11500261	State of Indiana Engineering License
PE 22498	State of Iowa Engineering License
PE 24206	State of Kansas Engineering License
PE 31120	State of Kentucky Engineering License
PE 38768	State of Louisiana Engineering License
PE 13970	State of Maine Engineering License
PE 44636	State of Maryland Engineering License
PE 50953	State of Massachusetts Engineering License
PE 6201060354	State of Michigan Engineering License
PE 58491	State of Minnesota Engineering License



PE 2013035731	State of Missouri Engineering License
PE 19694	State of Mississippi Engineering License
PE 38915	State of Montana Engineering License
PE E-18357	State of Nebraska Engineering License
PE 22443	State of Nevada Engineering License
PE 16549	State of New Hampshire Engineering License
PE GE51072	State of New Jersey Engineering License
PE 23247	State of New Mexico Engineering License
PE 093300	State of New York Engineering License
PE 33445	State of North Carolina Engineering License
PE 71973	State of Ohio Engineering License
PE 26417	State of Oklahoma Engineering License
PE 88589PE	State of Oregon Engineering License
PE 081678	State of Pennsylvania Engineering License
PE 13657	State of Rhode Island Engineering License
PE 23037	State of South Carolina Engineering License
PE 11866	State of South Dakota Engineering License
PE 109035	State of Tennessee Engineering License
PE 115098	State of Texas Engineering License
PE 8602265-2202	State of Utah Engineering License
PE 18.0134768	State of Vermont Engineering License
PE 43353	State of Virginia Engineering License
PE 50975	State of Washington Engineering License
PE 44523	State of Wisconsin Engineering License
PE 13986	State of Wyoming Engineering License

Certified Fire and Explosion Investigator (CFEI), National Association of Fire Investigators (NAFI)

Certified Lighting Professional (LC), National Council on Qualifications for the Lighting Professions (NCQLP)

U.S. Green Building Council (USGBC), LEED AP (Leadership in Energy & Environmental Design)

ITC Certified Level 1 Infrared Thermographer



Professional Affiliations & Design Awards:

Institute of Electrical and Electronic Engineers (IEEE)
International Electrical Testing Association (NETA)
National Fire Protection Association (NFPA)
National Association of Fire Investigators (NAFI)

Technical and Specialized Skills:

Electrical Power Distribution
Generator Backup Systems
Uninterruptable Power Systems (UPS)
Lighting Systems
Fire Alarms Systems
Electrical Code Compliance
Electrical Forensic Origin & Cause Investigations
Fire Cause Investigations
Infrared Thermography
Electrical Construction Defect
Electrical Systems Damage Assessment
Electric Shock/Electrocution Cases

Case History:

CMI Integrated Technologies, Inc. v. Xzeres Corporation, Case #2:15-cv-00805-RGK-FFM

Judiciary: United States Court, Central District of California
Client: Plaintiff's Attorney
Activity: Issued Report, Deposed, Trial

One Queensridge Place Homeowners Association v. Perini Building Company, Case #A-12-661825-D

Judiciary: District Court, Clark County Nevada
Client: Defendant's Attorney
Activity: Issued Report, Deposed



Lawrence Turcotte v. State Farm Fire and Casualty Company, Case #2018 CV 030205

Judiciary: District Court, Larimer County, Colorado
Client: Defendant's Attorney
Activity: Issued Report, Deposed

Summary of Experience:

Mr. Young has hands-on experience with electrical equipment failure analysis and an extensive background in multiple market sectors of construction, including healthcare (hospitals), industrial, commercial, higher education, retail, mission critical, and science & technology. Mr. Young has been providing expert consulting services throughout the United States and internationally for over 25 years. His expertise in electrical distribution systems and code compliance includes, but not limited to, electrical service infrastructure, normal & emergency power systems, low voltage systems, fire alarm systems and lighting systems.

Mr. Young has performed origin & causation analysis of electrical equipment and system failures through on-site investigations and destructive laboratory examinations and testing. He has assessed flood, wind, fire, earthquake, and explosion related damage and conducted post-disaster analysis of equipment and systems in determining means of restoration. Mr. Young has been retained as an expert in product liability, property damage, and construction defect litigation, including analysis of electrical components to determine if the components related to fires, electrical shocks, and electrocutions. He has working knowledge with multiple national and international codes and standards to ensure the electrical failures and losses in question are compliant with governing codes.

Professional Experience History:

Senior Engineer II

J.S. Held LLC – Greenwood Village, Colorado – 11/2019 - Present

Project Engineer

AEI, Corporation – Littleton, Colorado – 08/2018 – 11/2019

Resource Manager

Madsen, Kneppers & Associates, Inc. – Greenwood Village, Colorado – 02/2013 – 07/2018

Managing Principal

Caveo Consulting Engineers – Englewood, Colorado – 05/2011 – 01/2013

Team Leader/Project Manager

PerryCrabb, Inc. – Atlanta, Georgia – 05/2003 - 04/2011



Assistant Studio Leader

Barrett Woodyard & Associates – Norcross, Georgia – 07/1994 – 05/2003

Electrical Designer

Electrical Design Consultants – Augusta, Georgia – 11/1993 – 07/1994



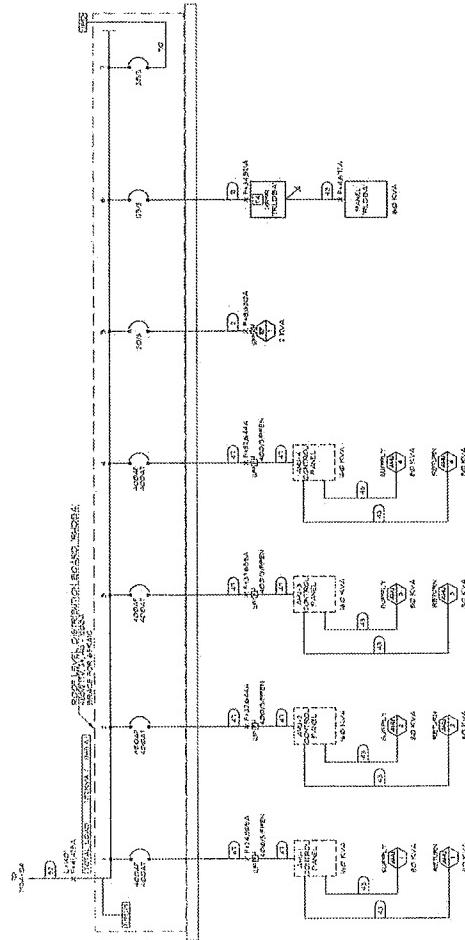
Exhibit B

Sheet E00.004 of Permit Documents dated 9/27/16

CreditOne[®] B A N K 595 BLOWLOT ROAD LAS VEGAS NV 89118	3405 Boulevard, Suite 600 Las Vegas, NV 89169 1400 3rd Street, Suite 200 Long Beach, CA 90826	JBA Consulting Engineers Fire Life Safety & Local Voltage Engineering 5155 Las Vegas Parkway, Suite 100 Las Vegas, NV 89118	Lighting Design Alliance Lighting Designer 2310 Temple Avenue Long Beach, CA 90826	Loftis Engineers Civil & Structural Engineering 305 S. Las Vegas, Suite 100 Las Vegas, NV 89118	MSA Engineering Consultants Architectural, Planning, & Technical Engineering 301 E. Winters Ln., #100 Las Vegas, NV 89123	Southwick Landscape Architects Landscape Architects 1130 W. Horizon Ridge Pkwy., #203 Las Vegas, NV 89123	T/A Rev. Date: 06/17/2016 Permit No.: 16-44077-1 Project Name: SE 2126 Address: 595 BLOWLOT ROAD City: LAS VEGAS State: NV Zip: 89118 Comments: 16-44077-1 Fees: \$0.00 Permit Type: Building Expiry Date: 06/17/2017 Signature: [Signature]
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GENERAL NOTES:

1. PERMIT ISSUED FOR CONSTRUCTION AND ADDITIONAL INFORMATION
2. SHEET NOTES:
3. NOT SUBJECT TO THE NECESSARY PERMIT REQUIREMENTS



A SINGLE LINE DIAGRAM
© 2012 CADD, INC.

E00.004



Exhibit C

Sheet M00.002 of Permit Documents with Plan Check
Comments dated 10/27/16



Exhibit D

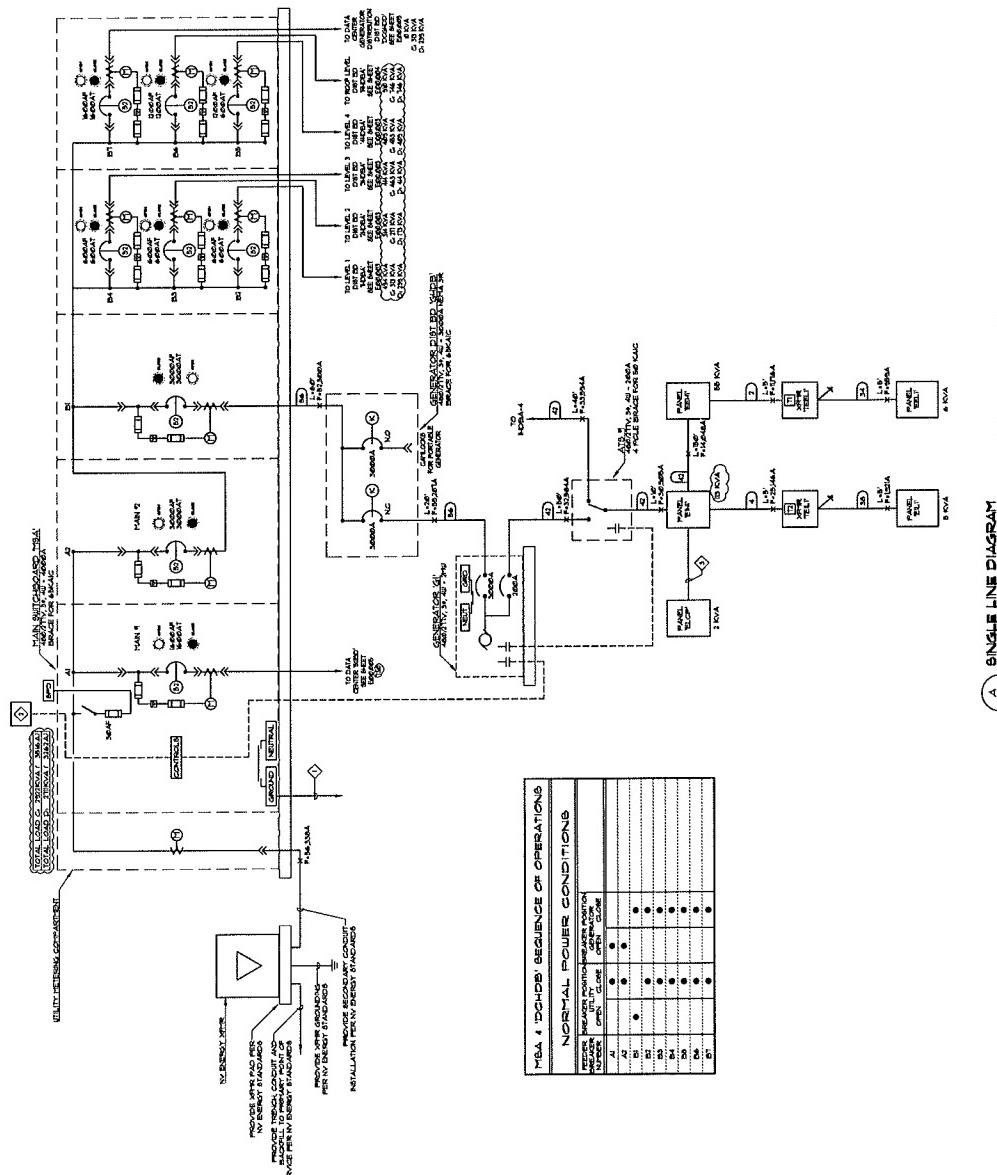
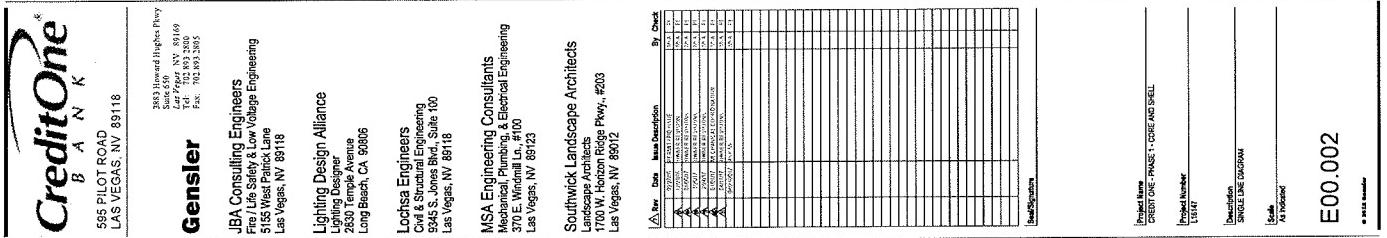
Gensler ASK-55 Drawings dated 8/23/17

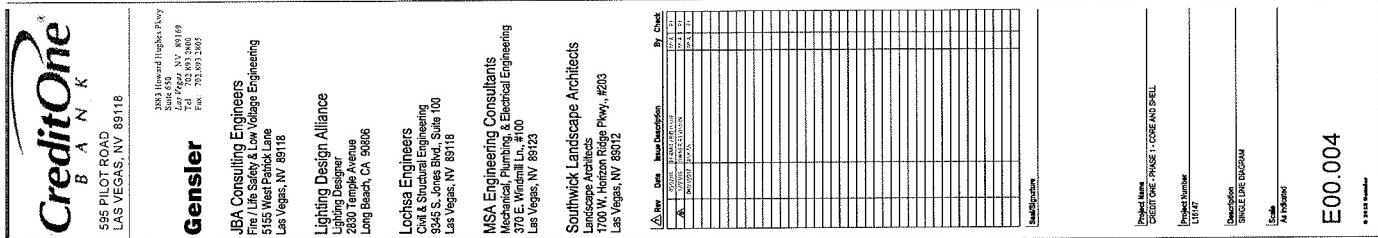


**Credit One Bank – TI
ASK-55
August 23, 2017**

Description of Changes

<u>Sheets</u>	<u>Description</u>
E00.000	Updated drawing index.
E00.002	Adjust loads at 3HDBA and 4HDBA for relocated Roof Top units, updated loads at single line diagram.





GENERAL NOTES:

1. SEE MATER EDITION FOR SCHEDULES AND ADDITIONAL INFORMATION.

SHEET NOTES:

1. SEE MATER EDITION FOR GROUNDING INFORMATION.

Gensler IBA Consulting Engineers
Fine / Life Safety & Low Voltage Engineering
5155 West Pacific Lane
1a - West Haven, NJ 07041-2405

Lighting Design Alliance
Lighting Designer
2830 Temple Avenue
Long Beach, CA 90806

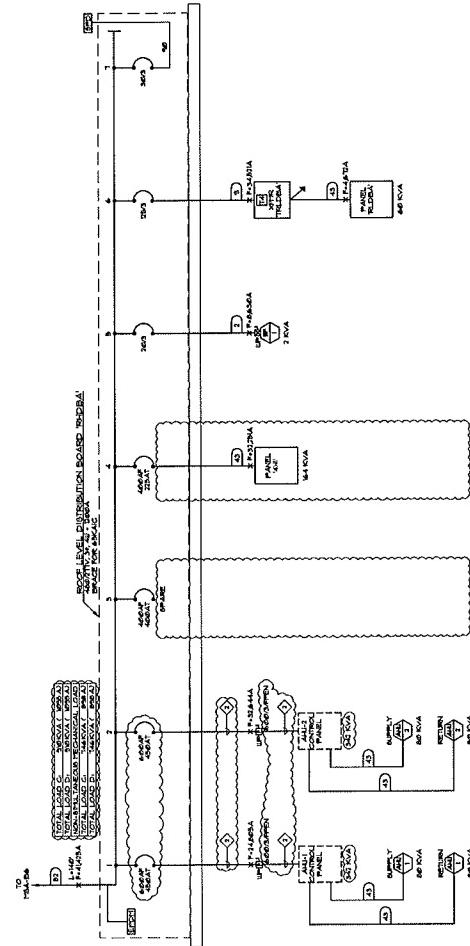
Lochsa Engineers
Civil & Structural Engineering
9345 S. Jones Blvd., Suite 100
Las Vegas, NV 89118

MSA Engineering Consultants
Mechanical, Plumbing, & Electrical Engineering
3101 E. Orlando Ln., #100
Tucson, AZ 85718

Southwick Landscape Architects
Landscape Architects
1700 W. Horizon Ridge Pkwy., #203
Las Vegas, NV 89117

Project Name	CREDIT ONE - PHASE 1 - CORE AND SHELL
Project Number	LS1547

E00.004

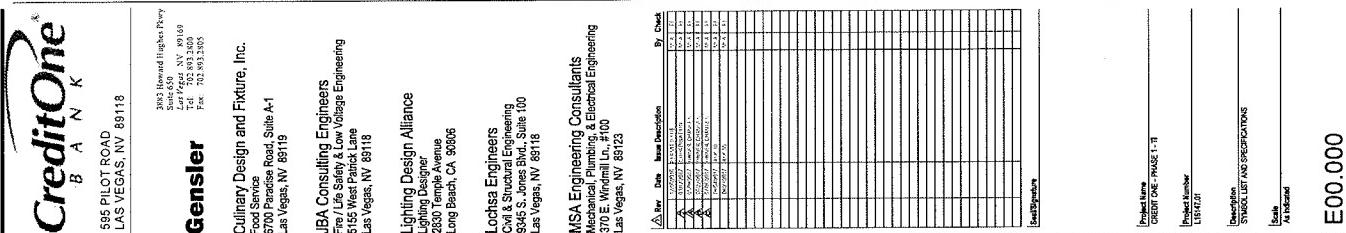




**Credit One Bank – Core and Shell
ASK-55
August 23, 2017**

Description of Changes

<u>Sheets</u>	<u>Description</u>
E00.000	Updated drawing index.
E00.002	Update loads at Single Line Diagram
E00.004	Adjust circuitry and over-current protection to Roof Top Units, relocate panel 4H1 from 4HDBA



ELECTRICAL SYMBOL LIST

NOTE: THIS IS A MASTER SCHEDULE. NOT ALL SYMBOLS AND/OR ABBREVIATIONS CONTAINED HEREIN MAY APPEAR ON THE DRAWINGS.

Project Name CREDIT ONE - PHAS
Project Number L1547.01
Description SYMBOL LIST AND SCALES
Scale As indicated
E00.0

E00.000

CreditOne[®]B A N K
555 PILOT ROAD
LAS VEGAS, NV 89118**Gensler**

Culinary Design and Fixture, Inc.
Food Service
610 Paradise Road, Suite A-1
Las Vegas, NV 89118
Tel: 702.869.1305
Fax: 702.869.1305

IBA Consulting Engineers
Fire Life Safety & Low Voltage Engineering
515 West Patrick Lane
Las Vegas, NV 89118

Lighting Design Alliance

Lighting designer
2830 Temple Avenue,
Long Beach, CA 90806

Loches Engineers
Civil & Structural Engineering
3935 S. Jones Boulevard
Las Vegas, NV 89123

MSA Engineering Consultants
Mechanical, Plumbing, & Electrical Engineering
370 E. Whirlwind Ln., #100
Las Vegas, NV 89118

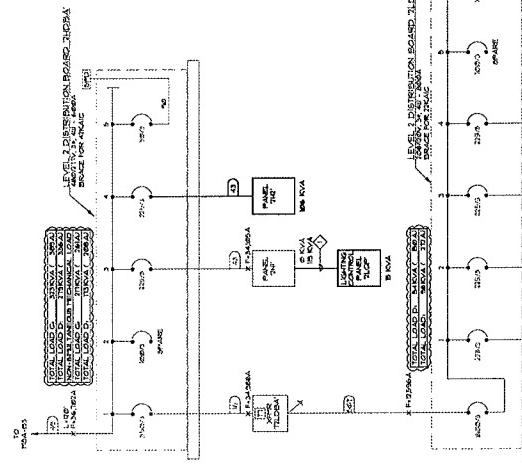
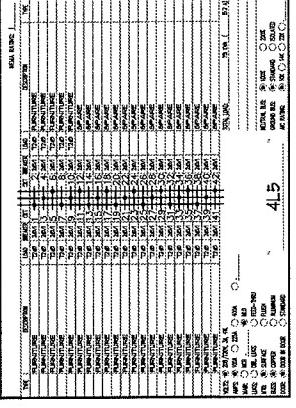
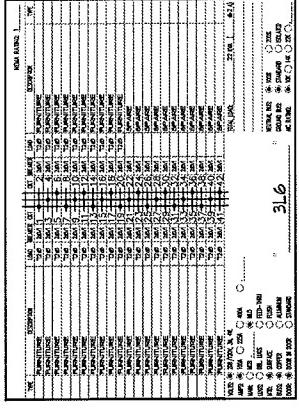
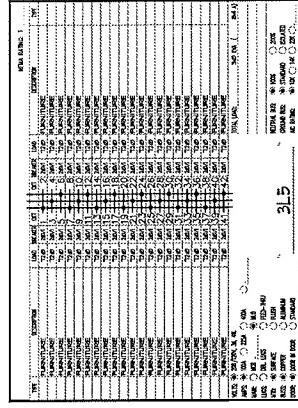
△ Ref.	Date	Name	Description	By	Check
A	12/15/2015	LOCHES	GENERAL CONTRACTOR	LOCHES	✓
B	12/15/2015	LOCHES	GENERAL CONTRACTOR	LOCHES	✓
C	12/15/2015	LOCHES	GENERAL CONTRACTOR	LOCHES	✓
D	12/15/2015	LOCHES	GENERAL CONTRACTOR	LOCHES	✓

Project Name: CREDIT ONE - PHASE 1-1
Project Number: L161251
Description: SINGLE LINE DIAGRAM
Scale: As Required
Signature: 

E00.002

SHEET NOTES:

- LAMPING AND CIRCUIT
- CFC 4000 TO 1000
- DESIGNER TO BE NOTIFIED

**D LEVEL 4 SINGLE LINE DIAGRAM****A LEVEL 1 SINGLE LINE DIAGRAM****B LEVEL 2 SINGLE LINE DIAGRAM****C LEVEL 3 SINGLE LINE DIAGRAM****D LEVEL 4 SINGLE LINE DIAGRAM****E LEVEL 5 SINGLE LINE DIAGRAM****F LEVEL 6 SINGLE LINE DIAGRAM****G LEVEL 7 SINGLE LINE DIAGRAM**

E00.002



Exhibit E

Electrical Data Cutsheets from Daikin Catalog 214-13 - 2014



PHYSICAL DATA

Table 11: Physical Data, Sizes 110D to 140D

Data		Unit size				
		110D	120D	125D	130D	140D
Compressor	Quantity—hp	6—15	3—15 3—20	6—20	6—20	3—20 3—25
	Std. capacity control	100-84-67-50-33-17-0	100-83-67-49-33-16-0	100-84-67-50-33-17-0		100-83-67-49-33-16-0
Condenser fans	Qty—diameter (in)	8—26	9—26	10—26	12—26	12—26
Condenser fan motors	Qty—hp	8—1.0	9—1.0	10—1.0	12—1.0	12—1.0
Supply fans	Type	DWDI airfoil				
	Qty—diameter (in)	1—36, 40	1—36, 40	1—36, 40	1—36, 40	1—36, 40
	Motor hp range	5—75	5—75	5—75	5—75	5—75
RDT supply fan	Type	SWSI airfoil				
	Qty—diameter (in)	1—44, 49				
	Motor hp range	5—75				
Return fans	Type	SWSI airfoil				
	Qty—diameter (in)	1—44.5	1—44.5	1—44.5	1—44.5	1—44.5
	Motor hp range	5—60	5—60	5—60	5—60	5—60
Exhaust fans	Type	Propeller				
	Diameter (in)	36	36	36	36	36
	Quantity	1—3 per unit	1—3 per unit	1—3 per unit	1—3 per unit	1—3 per unit
Evaporator coils	Motor hp	5 each	5 each	5 each	5 each	5 each
	Standard F.A. (sq ft)	60.8	60.8	—	—	—
Gas furnace	Large F.A. (sq ft)	76.0	76.0	76.0	76.0	76.0
	Type—rows	5WH—1 5WS—2	5WH—1 5WS—2	5WH—1 5WS—2	5WH—1 5WS—2	5WH—1 5WS—2
Hot water coils	FPI	9	9	9	9	9
	Face area (sq ft)	42.2	42.2	42.2	42.2	42.2
	Type—rows	5JA—1, 2	5JA—1, 2	5JA—1, 2	5JA—1, 2	5JA—1, 2
Steam coils	FPI	6, 12	6, 12	6, 12	6, 12	6, 12
	Face area (sq ft)	42.2	42.2	42.2	42.2	42.2
	Input (MBh)	625, 800, 812, 988, 1000, 1250, 1375, 1750, 1875, 2500				
Electric heat	Nom. output (MBh)	500, 640, 650, 790, 800, 1000, 1100, 1400, 1500, 2000				
	Nom. output (kW)	80, 100, 120, 160, 200, 240, 280, 320				
Panel filters	Type	85% or 30% pleated				
	Area (sq ft)	116.1	116.1	116.1	116.1	116.1
	Qty—size (in)	11—16×20×2 33—16×25×2	11—16×20×2 33—16×25×2	11—16×20×2 33—16×25×2	11—16×20×2 33—16×25×2	11—16×20×2 33—16×25×2
Prefilters (for cartridge filters)	Type	Prefilter, standard flow				
	Area (sq ft)	64.0	64.0	64.0	64.0	64.0
	Qty—size (in)	16—24×24×2	16—24×24×2	16—24×24×2	16—24×24×2	16—24×24×2
Cartridge filters	Type	Prefilter, medium flow				
	Area (sq ft)	80.0	80.0	80.0	80.0	80.0
	Qty—size (in)	8—12×24×2 16—24×24×2	8—12×24×2 16—24×24×2	8—12×24×2 16—24×24×2	8—12×24×2 16—24×24×2	8—12×24×2 16—24×24×2
	Type	65% or 95% standard flow				
	Area (sq ft)	64.0	64.0	64.0	64.0	64.0
	Qty—size (in)	16—24×24×12	16—24×24×12	16—24×24×12	16—24×24×12	16—24×24×12
	Type	65% or 95% medium flow				
	Area (sq ft)	80.0	80.0	80.0	80.0	80.0
	Qty—size (in)	8—12×24×12 16—24×24×12	8—12×24×12 16—24×24×12	8—12×24×12 16—24×24×12	8—12×24×12 16—24×24×12	8—12×24×12 16—24×24×12

a. Gas furnace size availability is limited by minimum airflow. See Table 45 on page 63.

b. 460-volt capacities are shown. Electric heat availability is limited by minimum airflow. See Table 48 through Table 50.

**Table 70: RPS/RFS/RCS/RDT Rated Load Amps^a**

Model	Voltage	Circuit 1		Circuit 2	
		RLA/Comp	Comp Quantity	RLA/Comp	Comp Quantity
015D/ 016D	208-60-3	27.6	1	27.6	1
	230-60-3	25.0		25.0	
	460-60-3	12.2		12.2	
	575-60-3	9.4		9.4	
016D ^b	208-60-3	27.6	1	37.2	1
	230-60-3	25.0		33.6	
	460-60-3	12.2		18.2	
	575-60-3	12.8		6.8	
020D/021D	208-60-3	36.8	1	20.1	2
	230-60-3	33.3		18.1	
	460-60-3	17.9		9.0	
	575-60-3	12.8		6.8	
021D ^b	208-60-3	37.6	1	37.2	1
	230-60-3	34.0		33.6	
	460-60-3	19.2		18.2	
	575-60-3	14.7		7.7	
025D/026D	208-60-3	53.2	1	24.8	2
	230-60-3	48.1		22.4	
	460-60-3	18.6		10.6	
	575-60-3	14.7		7.7	
026D ^b	208-60-3	53.2	1	44.3	1
	230-60-3	48.1		40.1	
	460-60-3	18.6		22.8	
	575-60-3	14.7		14.7	
030D/031D	208-60-3	56.7	2	25.7	2
	230-60-3	51.3		23.2	
	460-60-3	23.1		11.2	
	575-60-3	19.9		8.2	
031D ^b	208-60-3	56.7	2	49.8	1
	230-60-3	51.3		44.2	
	460-60-3	23.1		23.8	
	575-60-3	12.2		12.2	
035D	208-60-3	32.6	2	32.6	2
	230-60-3	29.5		29.5	
	460-60-3	14.7		14.7	
	575-60-3	12.2		12.2	
042D	208-60-3	33.7	2	33.7	2
	230-60-3	30.5		30.5	
	460-60-3	16.7		16.7	
	575-60-3	12.2		12.2	
042D ^b	208-60-3	33.7	2	61.3	1
	230-60-3	30.5		55.5	
	460-60-3	15.8		29.9	
	575-60-3	12.8		12.8	
045D	208-60-3	36.8	2	36.8	2
	230-60-3	33.3		33.3	
	460-60-3	17.9		17.9	
	575-60-3	12.8		12.8	
045D ^b	208-60-3	37.6	2	76.1	1
	230-60-3	34.0		68.8	
	460-60-3	19.2		37.2	
	575-60-3	19.9		19.9	
050D/051D	208-60-3	53.2	2	53.2	2
	230-60-3	48.1		48.1	
	460-60-3	18.6		18.6	
	575-60-3	14.7		14.7	
051D ^b	208-60-3	53.2	2	86.8	1
	230-60-3	48.1		78.5	
	460-60-3	18.6		42.5	
	575-60-3	14.7		14.7	
062D/063D	208-60-3	56.7	2	56.7	2
	230-60-3	51.3		51.3	
	460-60-3	23.1		23.1	
	575-60-3	19.9		19.9	

a. VFD compressor units in RPS and RDT only

b. Compressor information for units with variable speed inverter compressor.

Table 71: Condenser Fan Quantity

RPS/RCS Model	Quantity Fans
015D-026D	2
030D-051D	4
062D-071D, 080D-085D	6
075D, 079D, 090D, 091D, 105D, 110D	8
100D, 101D, 120D	9
125D	10
130D, 140D	12

Table 72: Condenser Fan Amps (each)

Voltage	Standard Fan		Quiet Fan	
	FLA	LRA	FLA	LRA
208	4.2	20.8	3.4	20.8
230	4.0	19.8	3.1	19.8
460	2.0	9.9	1.6	9.9
575	1.7	9.6	1.2	9.6



Table 73: Supply, Exhaust and Return Fan Motors, RPS/RFS/RDT 015D to 140D

HP	Fan motor		208/60/3		230/60/3		460/60/3 ^a		575/60/3	
	Efficiency	FLA	LRA	FLA	LRA	FLA	LRA	FLA	LRA	
1	High ODP	3.9	26	2.8	20	1.4	10.5	1.15	9	
	High TEFC	4	27	2.8	21	1.4	10.5	1.2	9	
	Premium ODP	—	—	3	19.2	1.5	15	1.1	7.7	
	Premium TEFC	3.3	27	3	28	1.5	14	1.3	10	
1.5	High ODP	4.5	39	4.2	32	2.1	16	1.7	12.8	
	High TEFC	6.2	39	4.2	32	2.1	16	1.7	12.8	
	Premium ODP	4.8	40.3	4.2	25	2.1	14	1.7	14	
	Premium TEFC	—	—	4.2	40	2.1	20	1.7	16	
2	High ODP	7.1	47	5.6	42	2.8	21	2.2	16.8	
	High TEFC	7	50.6	5.6	48	2.8	24	2.2	17	
	Premium ODP	6.1	43.2	5.8	37.6	2.9	26.5	2.1	15	
	Premium TEFC	—	—	5.6	44	2.8	22	2.2	17	
3	High ODP	9.9	79	9	64.6	4.5	32.3	3.4	26.1	
	High TEFC	9.6	81	8.2	77.2	4.1	38.6	3.4	30.9	
	Premium ODP	9.3	74	8.2	64	4.1	32	3.1	25.6	
	Premium TEFC	9.4	80	8.2	71	4.1	35.5	3.3	29	
5	High ODP	16.1	106	14	94	7	47	5.3	38	
	High TEFC	15.2	126	13.4	102.4	6.7	51.2	5.4	39	
	Premium ODP	15.7	110	13.6	96	6.8	48	5.2	38.4	
	Premium TEFC	15	124	13	96	6.5	48	5.2	38	
7.5	High ODP	25	137	21.6	148.4	10.8	74.2	8.2	49	
	High TEFC	24.8	175.3	20.4	145.2	10.2	72.6	8.2	58	
	Premium ODP	22.3	185	20	122	10	80	7.4	52	
	Premium TEFC	22	177	20	141	10	70.5	8	56	
10	High ODP	33	290	28	180	14	94	11	72	
	High TEFC	29.5	228	28.4	200	14.2	100	11.4	80	
	Premium ODP	29	247	25.8	192	12.9	106	10.3	76.6	
	Premium TEFC	28.5	209	25	182	12.5	91	10	67	
15	High ODP	44.8	368	40.6	301	20.3	150.5	16.2	120	
	High TEFC	43.7	310	38.8	272	19.4	136	15.5	109	
	Premium ODP	43.4	271	37.8	233.6	18.9	117	14.1	94	
	Premium TEFC	42.4	282	37	246	18.5	123	14	89	
20	High ODP	61	342	50	350	25	175	20	135	
	High TEFC	60	465	48	320	24	160	19.1	123	
	Premium ODP	57	373	49	322	24.5	160.8	18.9	130	
	Premium TEFC	56	403	48	350	24	175	18.8	138	
25	High ODP	74	427	62	382	31	191	24.3	151	
	High TEFC	73	416	60	380	30	190	24.2	152	
	Premium ODP	70	438	61	380	30.5	190	24.2	125	
	Premium TEFC	68.4	431	61	376	30.5	188	22.8	148	
30	High ODP	86.5	560	75	460	37.5	230	30	177	
	High TEFC	87	448	72	460	36	230	28.6	184	
	Premium ODP	83.3	514	72.4	448	36.2	224	29.8	179	
	Premium TEFC	84	566	69	428	34.5	214	27.6	178	
40	High ODP	117	660	102	630	51	315	40	251	
	High TEFC	114	590	95	544	47.5	272	38	214	
	Premium ODP	110	730	96	630	48	315	38	245	
	Premium TEFC	106	734	94	650	47	325	37	213	
50	High ODP	140	832	124	770	62	385	49.2	303	
	High TEFC	136	840	118	744	59	372	48	266	
	Premium ODP	137	877	120	752	60	376	47.5	332	
	Premium TEFC	131	897	118	778	59	389	46	237	
60	High ODP	154	991	144	872	72	442	57.4	355	
	High TEFC	—	—	140	1022	70	511	56	409	
	Premium ODP	160	1125	140	912	70	456	56	345	
	Premium TEFC	—	—	140	1200	70	600	54	403	
75	High ODP	189	1240	176	1108	88	553	71	505	
	High TEFC	—	—	172	1132	86	566	68	447	
	Premium ODP	195	1240	170	1044	85	553	65.5	444	
	Premium TEFC	—	—	168	1186	84	593	66	504	

a. For 380/50/3 applications, 460/60/3 motors are used. Derate nameplate by 0.85 to obtain actual horsepower.



Supply Power Wiring

Table 76: RPS/RFS/RCS/RDT Recommended Power Wiring

Ampacity	Number of Power Wires per Phase	Number of Conduits	Wire Gauge	Insulation Rating (0°C)
30	1	1	10	60
40	1	1	8	60
55	1	1	6	60
70	1	1	4	60
85	1	1	3	60
95	1	1	2	60
130	1	1	1	75
150	1	1	1/0	75
175	1	1	2/0	75
200	1	1	3/0	75
230	1	1	4/0	75
255	1	1	250	75
285	1	1	300	75
310	1	1	350	75
335	1	1	400	75
380	1	1	500	75
400	2	2	3/0	75
460	2	2	4/0	75
510	2	2	250	75
570	2	2	300	75
620	2	2	350	75
670	2	2	400	75
760	2	2	500	75
765	3	3	250	75
855	3	3	300	75
930	3	3	350	75

1. Units require three-phase power supply.
2. Allowable voltage tolerances:
 - a. 60 Hertz
 - Nameplate 208V: Min. 187V, Max. 229V
 - Nameplate 230V: Min. 207V, Max. 253V
 - Nameplate 460V: Min. 414V, Max. 506V
 - Nameplate 575V: Min. 518V, Max. 633V
 - b. 50 Hertz
 - Nameplate 380V: Min. 360V, Max. 418V
3. Minimum Circuit Ampacity (MCA) Calculation:

NOTE: If a unit is provided with multiple power connections, each must be considered alone in selecting power wiring components.

The MCA is calculated based on the following formulas:

1. Units with cooling and all heating except electric heat

$$\text{MCA} = 1.25 \times \text{largest load} + \text{sum of all other loads}$$
2. On units with electric heat, the MCA is computed both in the cooling mode and the heating mode and the greater of the two values is used.
 - a. Heating Mode
 - Electric heat less than or equal to 50 kW

$$\text{MCA} = 1.25 (\text{heater FLA} + \text{largest motor loads}) + (\text{the rest of the loads})$$
 - Electric heat greater than or equal to 50 kW

$$\text{MCA} = 1.25 (\text{largest motor load}) + (\text{the rest of the loads}) + \text{heater FLA}$$

NOTE: The compressor and condenser are not included in this heating mode calculation.

- b. Cooling Mode
 - $\text{MCA} = 1.25 \times \text{largest load} + \text{sum of all the other loads}$
3. Size wires in accordance with Table 310-16 or 310-19 of the National Electrical Code.
4. Wires should be sized for a maximum of 3% voltage drop.
5. There are two options for the convenience outlet and light circuit power connections.
 - a. Separate Field Power, 120 V, 15 amps minimum
 This option provides optimal service and maintenance flexibility. Control circuit ampacity need not be considered in MCA calculations.

NOTE: If the unit is provided with one or more fan section lights, they are powered from the separate 15 amp (minimum), 120V supply required by the NEC for the unit convenience outlet.

- b. Unit Powered – This option provides lowest installed cost. Control circuit ampacity must be added to unit ampacity if lights are ordered. Consult factory for details.



Exhibit F

Mechanical Rooftop Submittal Reviewed
by MSA 2/25/2017



-MECHANICAL SUBMITTAL COMMENT SHEET-

Date: February 25, 2017 Page 1 of 1

Project Name: Credit One

MSA Project #: L16147.M

Submittal Name: Mechanical - Rooftop Units

Submittal #: 23-0000

Submittal Date (Received/From): 2-21-2017 / Gensler Architecture

Submittal Date (Reviewed/Sent to): 2-25-2017 / Gensler Architecture

Reviewed only for general compliance with the design concept and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractors responsibility includes, but is not limited to: dimensions which shall be confirmed and correlated by Contractor at the job site; fabrication processes and techniques of construction coordination of this work with that of all other trades and satisfactorily performances of this work.

- Reviewed, no exceptions noted
- Reviewed exceptions noted, resubmittal not required unless otherwise indicated
- Full resubmittal required
- Rejected

By: RTJ

Resubmittal required
for item indicated only

COMMENTS:

1. Provide 1" s.p. on the exhaust/return fan.





NORMAN S. WRIGHT
Mechanical Equipment of Southern Nevada, LLC

5455 Flamingo Road, Las Vegas, NV 89118 • 702.731.3322 • Fax: 702.731.3323

Engineering
Manufacturing
Air Conditioning
Heating & Systems
norman-wright.com

SUBMITTAL

Date: 1/3/2017
PAGE 1 OF 13

PROJECT: CREDIT ONE CORE & SHELL

LOCATION: LAS VEGAS

MECHANICAL ENGINEER: MSA

MECHANICAL CONTRACTOR: TIPPETT'S MECHANICAL

PLAN DATE: 09/27/2016 PERMIT SET

DAIKIN SEMI-CUSTOM PACKAGED ROOFTOP UNITS

LEAD TIME: 9-11 WEEKS + TRANSIT UPON RECEIPT OF APPROVED SUBMITTALS
*LEAD TIME IS CURRENT AS OF SUBMITTAL DATE AND IS SUBJECT TO CHANGE WITHOUT NOTICE

QTY	TAG	MODEL	CFM	SP	SENSIBLE COOLING BTUH	INPUT (OUTPUT) HEATING CAPACITY BTUH	VOLTAGE	ACCESSORIES
4	AHU-1~AHU-4	RPS130D	48,000	2.5"	1,373,324	1,680,000 (1,344,000)	460/60/3	1 ~ 22

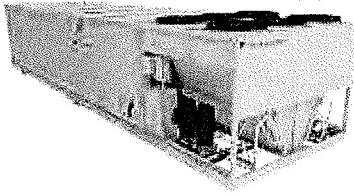
ACCESSORIES:

1. VARIABLE VOLUME WITH FACTORY INSTALLED VFDS FOR EACH FAN (*COOLED BY THE FILTERED MIXED AIR STREAM*), DISCHARGE TEMPERATURE CONTROL
2. SUPPLY DUCT PRESSURE SENSOR (*PRESSURE SENSING TUBES ARE FIELD INSTALLED*)
3. R410A REFRIGERANT
4. DAC/BACNET MSTP COMMUNICATION CARD
5. TERMINAL BLOCK FOR SINGLE POINT FIELD POWER CONNECTION
6. 2" 1.5LB CABINET INSULATION (NOMINAL), FULL SOLID LINERS
7. ANGULAR FILTER RACK WITH 2" MERV 8 FILTERS AND FACTORY INSTALLED MAGNAHELIC FILTER GAUGE
8. GALVANIZED STEEL EXTERIOR, PAINTED NATURAL BEIGE COLOR
9. HINGED ACCESS DOORS
10. BOTTOM RETURN & DISCHARGE
11. 20:1 MODULATING GAS FURNACE
12. STAINLESS STEEL HEAT EXCHANGER, TYPE 321
13. 0-100% ECONOMIZER WITH POWER CLOSURE
14. VANDAL/HAIL CONDENSER COIL GUARDS
15. FIELD POWERED 115V GFI RECEPTACLE (*SERVICE LIGHTS BY OTHERS*)
16. LOW AMBIENT OPERATION TO 45°F
17. STAINLESS STEEL DRAIN PAN
18. SPRING FAN ISOLATION
19. SHIPS IN ONE PIECE
20. SOUND ATTENUATING ROOF CURBS TO BE SUBMITTED UPON DELTA 5 CHANGE ORDER APPROVAL
21. DISCONNECTS BY ELECTRIC CONTRACTOR
22. SMOKE DETECTOR BY FIRE ALARM CONTRACTOR

Note: Contractor must confirm all sizes, quantities and configurations.

By: Nicole Findlay

Technical Data Sheet for RTU-1 thru 4

Job Information		Technical Data Sheet				
Job Name	MSA - Credit One					
Date	1/3/2017					
Submitted By	Matt Lisiewski					
Software Version	04.60					
Unit Tag	RTU-1 thru 4					
Unit Overview						
Model Number	Voltage V/Hz/Phase	Design Cooling Capacity Btu/hr	AHRI 360 Standard Efficiency	ASHRAE 90.1		
RPS130D	460/60/3	1373324	9.5	2013 Compliant		
Unit						
Model Number:	RPS130D	Altitude:	2200 ft			
Heat Type:	Gas	Condenser Type:	Air-Cooled			
Approval:	ETL/MEA-USA unit					
Physical						
Unit						
Length	Height	Width	Weight			
523 in	97.0 in	99.0 in	20019 lb			
Electrical						
Voltage	MCA	MROPD	SCCR			
460/60/3	412.0 A	450 A	10 kAIC			
Return/Outside/Exhaust Air						
Outside Air Option						
Type	Pressure Drop	Damper Actuator				
0-100% Economizer with Power Closure, Design Flow	0.75 inH ₂ O	Electric Actuator				
Return Air Option						
Return Air Location:	Bottom	Fan				
Type	Fan Diameter	Vibration Isolation	Drive Type			
SWSI AF	44 in	Spring Isolation	Standard Service Factor, Fixed Drive			
Fan						
Horsepower	Type	ODP, Premium Efficiency	Full Load Current			
60.0 HP			68.0 A			
Motor						
Air Flow CFM	External Static Pressure inH ₂ O	Fan Speed rpm	Brake Horsepower HP			
48000	2.0	1181	47.86			
Performance						

Technical Data Sheet for RTU-1 thru 4

Filter Section									
Type	(Quantity) Height x Width x Depth	Physical	Face Area	Face Velocity	Air Pressure Drop				
30% Nominal Efficiency (MERV 8)	(11) 16 in x 20 in x 2 in (33) 16 in x 25 in x 2 in		116.1 ft ²	413.4 ft/min	0.23 inH ₂ O				
Fan Section									
Type		Fan		Fan Isolation					
AF DWDI		Fan Wheel Diameter		Spring					
		40 in							
Performance									
Airflow		Total Static Pressure		Fan Speed					
48000 CFM		5.40 inH ₂ O		1217 rpm					
Motor									
Type		Horsepower		FLA					
ODP, Premium Efficiency		75.0 hp		86.0 A					
Standard service factor, Fixed drive									
Gas Heat Section									
Physical									
Gas Heat Size		Heat Exchanger Material		Modulation					
1400 MBH		Type 321 Stainless Steel		Hi Turndown - 20:1					
Gas Pressure									
Minimum In WC		Maximum Psi							
5.0		0.5							
Performance									
Gas Heat Airflow CFM		Input Capacity Btu/hr		Output Capacity Btu/hr					
48000		1680000		1344000					
Entering °F		Air Temperature Dry Bulb Leaving °F		Air Pressure Drop inH ₂ O					
60.0		88.3		1.12					
DX Cooling Coil									
Physical									
Fins per Inch	Rows	Face Area	Face Velocity	Air Pressure drop	Drain Pan Material				
10	5	75.9 ft ²	632.4 ft/min	0.80 inH ₂ O	Stainless Steel				
Cooling Performance									
Total Btu/hr	Sensible Btu/hr	Refrigerant Type	Indoor Air Temperature	Ambient Air Temperature					
1373324	1373324	R410A	Entering Dry Bulb °F	Leaving Dry Bulb °F	Dry Bulb °F Wet Bulb °F				
			87.7	66.9	59.4 57.6 115.0 71.0				
Discharge Plenum									
Discharge Location: Bottom									
Unit Discharge Conditions									
AirTemperature									
DX coil Configuration: Blow-thru Coil									
Motor Heat Btu/hr	Moisture Removal lb/h	Unit Leaving Dry Bulb °F	Unit Leaving Wet Bulb °F	Unit Leaving Dewpoint °F					
180885	0.0	59.4	57.6	56.5					

Technical Data Sheet for RTU-1 thru 4**Condensing Section**

		Compressor		Compressor Isolation
Type	Quantity	Total Power	Capacity Control	
Scroll	6	160.6 kW	6 stage	Resilient
Compressor Amps:				
Fixed Speed Compressor 1			34.8 A	
Fixed Speed Compressor 2			34.8 A	
Fixed Speed Compressor 3			34.8 A	
Fixed Speed Compressor 4			34.8 A	
Fixed Speed Compressor 5			34.8 A	
Fixed Speed Compressor 6			34.8 A	

Condenser Coil

Type	Fins per Inch	Fin Material	Refrigerant Charge
Aluminum tube MicroChannel	18	Aluminum	147.0 lb

Condenser Coil Options: Build in Hail Protection, Vandal Guards

Condenser Fan Motors

Number of Motors	Full Load Current (each)	
12	2.1 A	
AHRI 360 Certified Data at AHRI 360 Standard Conditions		
EER	IEER	ASHRAE 90.1
9.5	13.1	2013 Compliant

Sound

Sound Power (db)								
Frequency	63 Hz	125 Hz	250 Hz	500 Hz	1 kHz	2 kHz	4 kHz	8 kHz
Inlet	99	99	95	92	91	86	78	71
Discharge	94	90	84	79	76	70	62	53
Radiated	-	103	98	96	96	94	90	84

Supply Fan Total Pressure Drop Calculation

External Static Pressure:	2.50 inH ₂ O
Filter:	0.23 inH ₂ O
Outside Air:	0.75 inH ₂ O
DX Coil:	0.80 inH ₂ O
Gas Heat:	1.12 inH ₂ O
Total Static Pressure:	5.40 inH ₂ O

Return/Exhaust Fan Total Pressure Drop Calculation

External Static Pressure:	2.00 inH ₂ O
Total Static Pressure:	2.00 inH ₂ O

Technical Data Sheet for RTU-1 thru 4

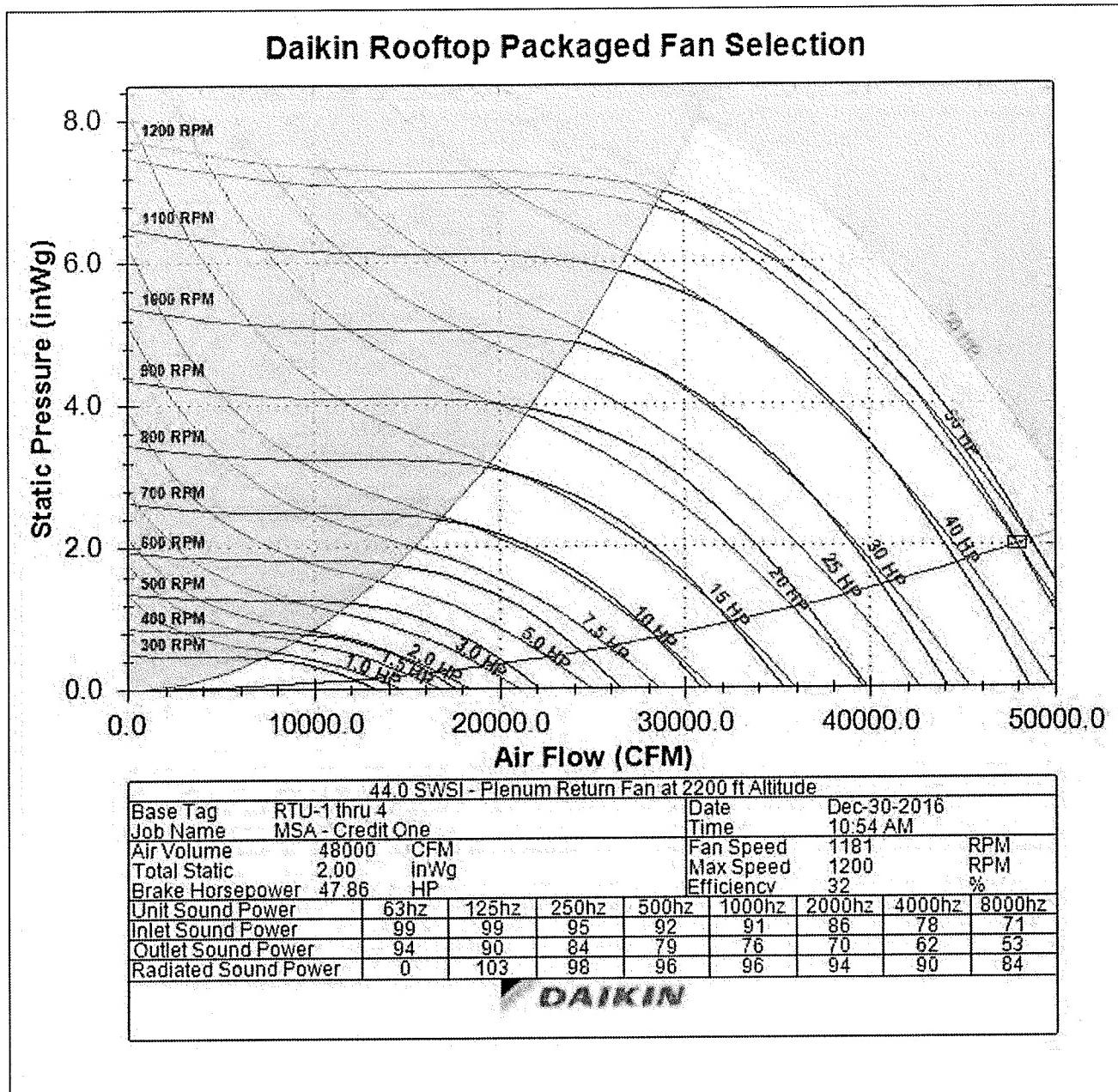
Options		Unit
Unit Exterior:	Prepainted Galvanized Steel	
Insulation and Liners:	2", 1 1/2# nominal insulation, full solid liners	
Electrical		
Electrical Connection Option:	Single power block	
GFI 115v Receptacle:	Field powered	
Controls		
Application:	Variable Volume - Discharge Air Control	
Temperature Control:	DAC, BACNet MSTP communication card	
Fan Speed Control:	Factory mounted Inverter	
Inverter Manufacturer:	Daikin	
Inverter Location:	Inverter(s) in fan section	
Airflow Control:	1 duct sensor	
Economizer Control:	Outside Air Dry Bulb and Enthalpy Control	
Low Ambient:	Fantrol, operation to 45 deg F (7.22 deg C)	

Warranty	
Parts:	Standard 1 year
Compressor:	Standard 1 year
Gas Heat Exchanger:	One year heat exchanger warranty

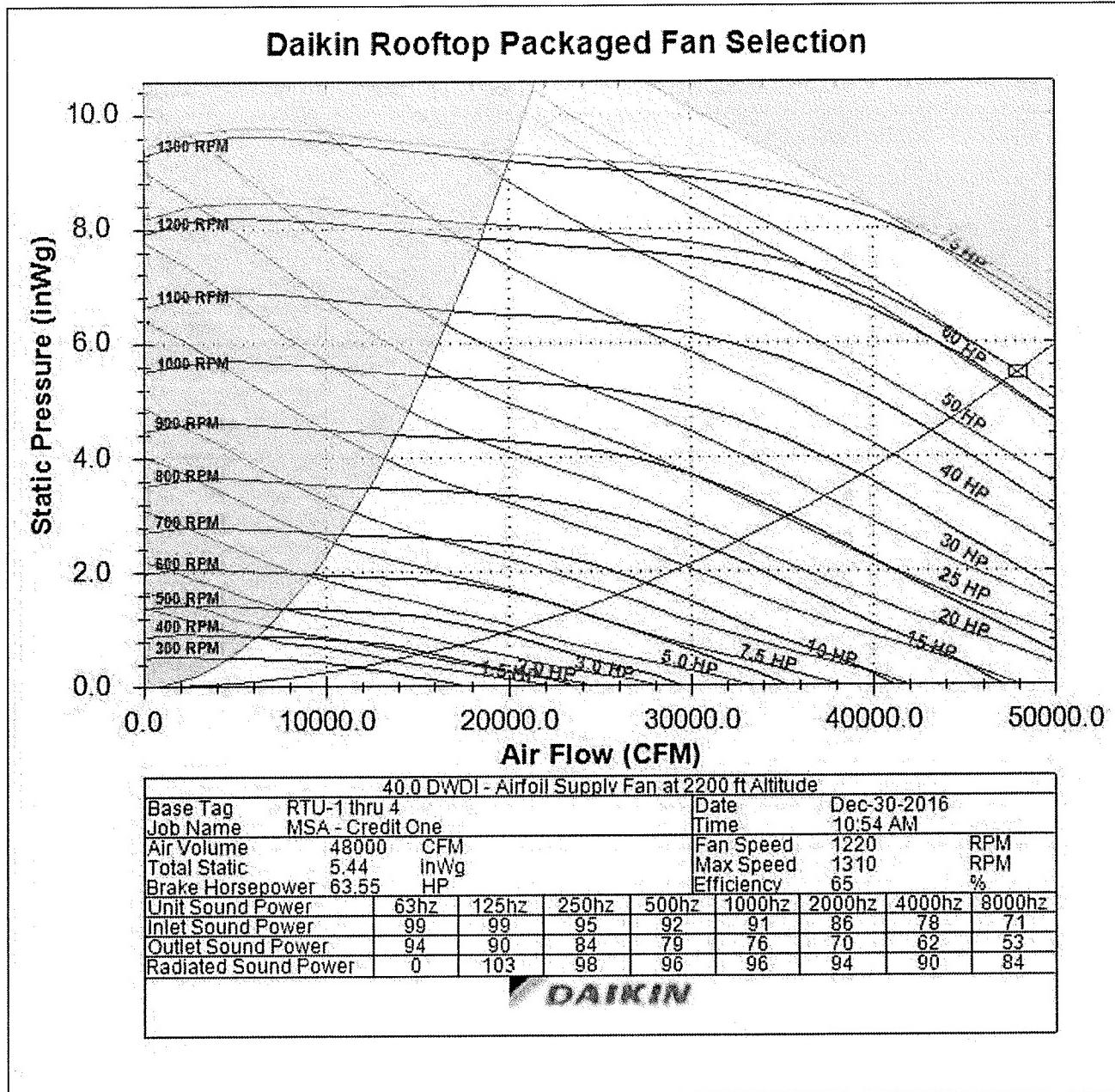
AHRI Certification	
	All equipment is rated and certified in accordance with AHRI 360.

Notes	

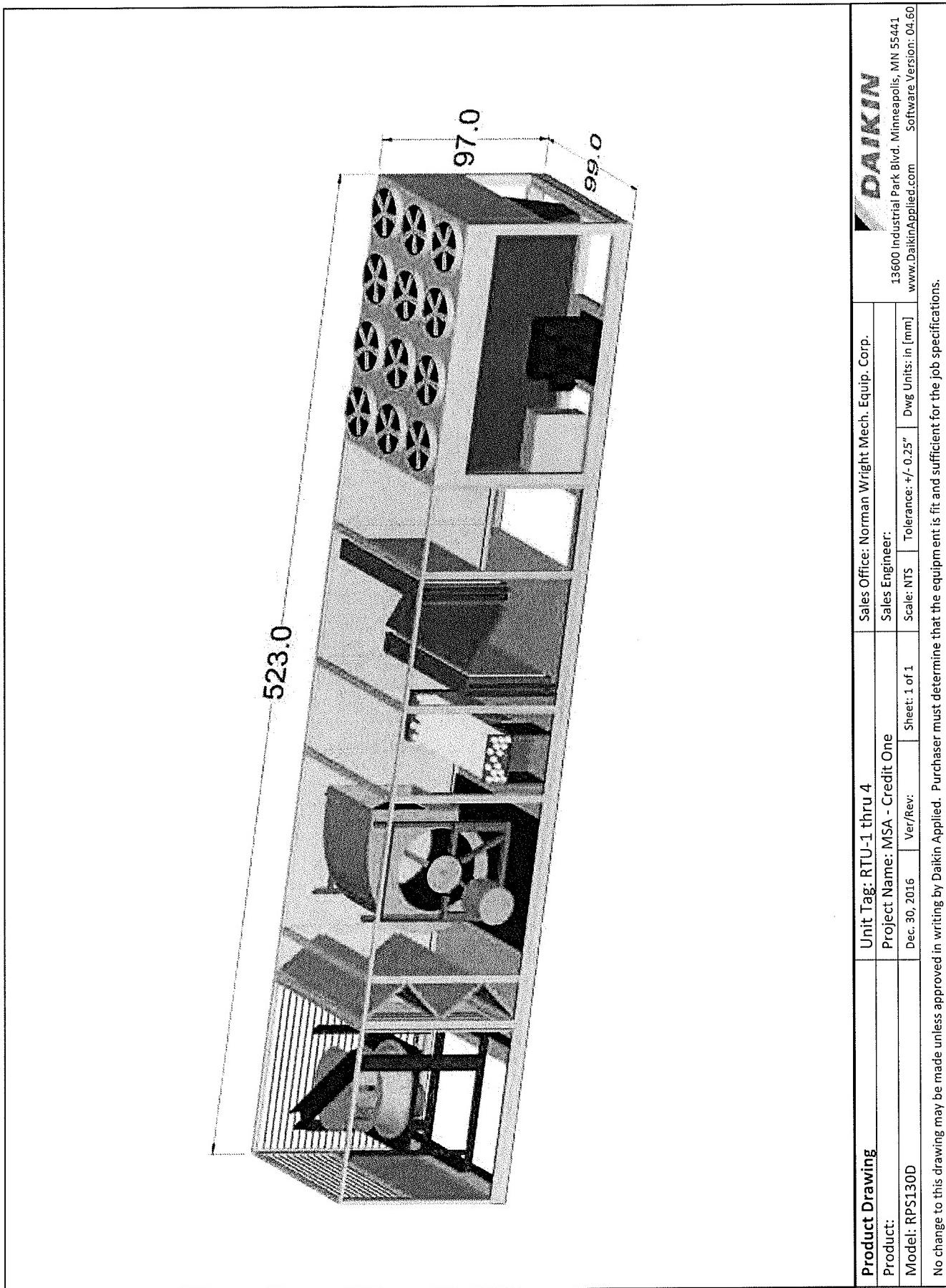
Fan Curve - Return for RTU-1 thru 4



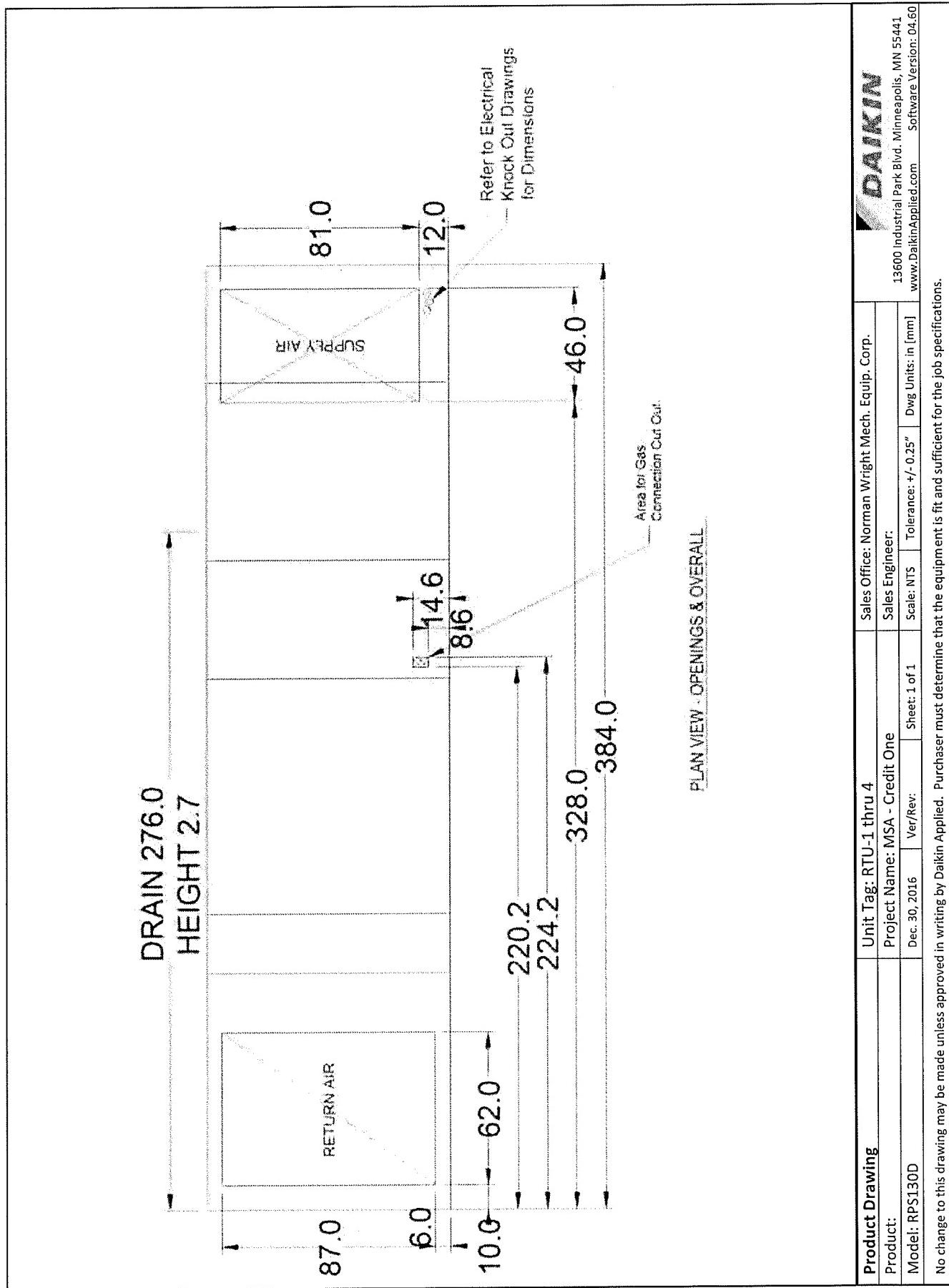
Fan Curve - Supply for RTU-1 thru 4



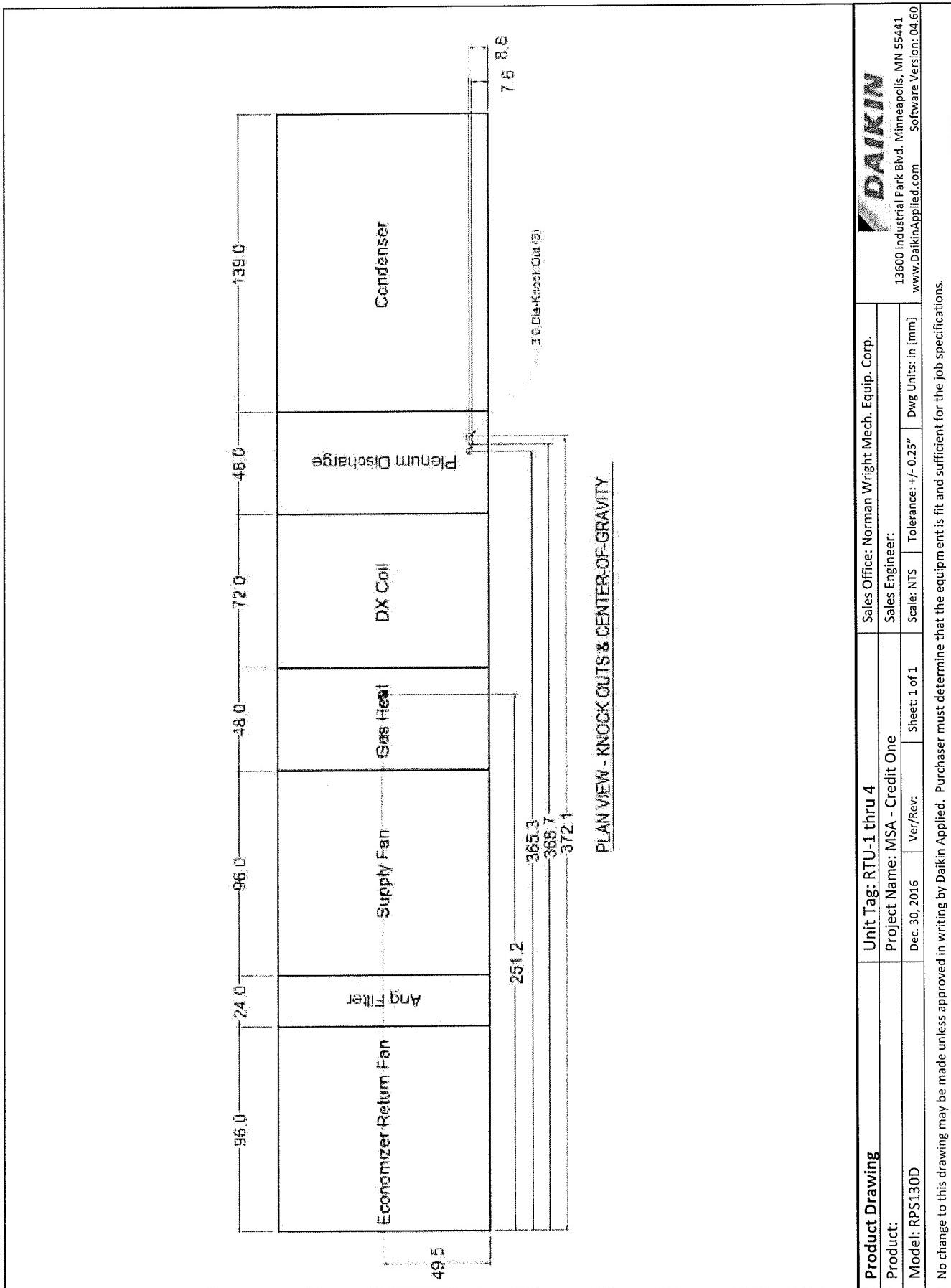
Drawings(1) for RTU-1 thru 4



Drawings(2) for RTU-1 thru 4



Drawings(3) for RTU-1 thru 4



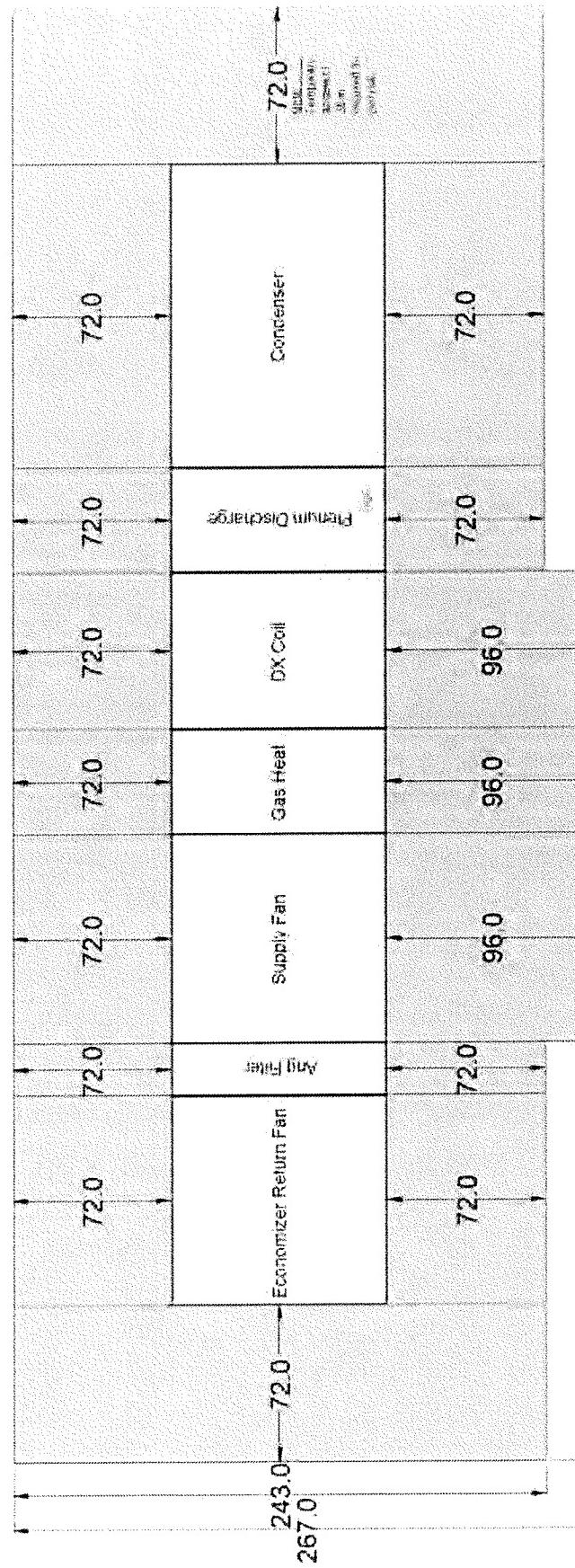
Product Drawing	Unit Tag: RTU-1 thru 4	Sales Office: Norman Wright Mech. Equip. Corp.
Product:	Project Name: MSA - Credit One	Sales Engineer:
Model: RPS130D	Dec. 30, 2016 Ver/Rev: Sheet: 1 of 1	Scale: NTS Tolerance: +/- 0.25" Dwg Units: in [mm]

13600 Industrial Park Blvd. Minneapolis, MN 55441
www.DaikinApplied.com Software Version: 04.60

No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.



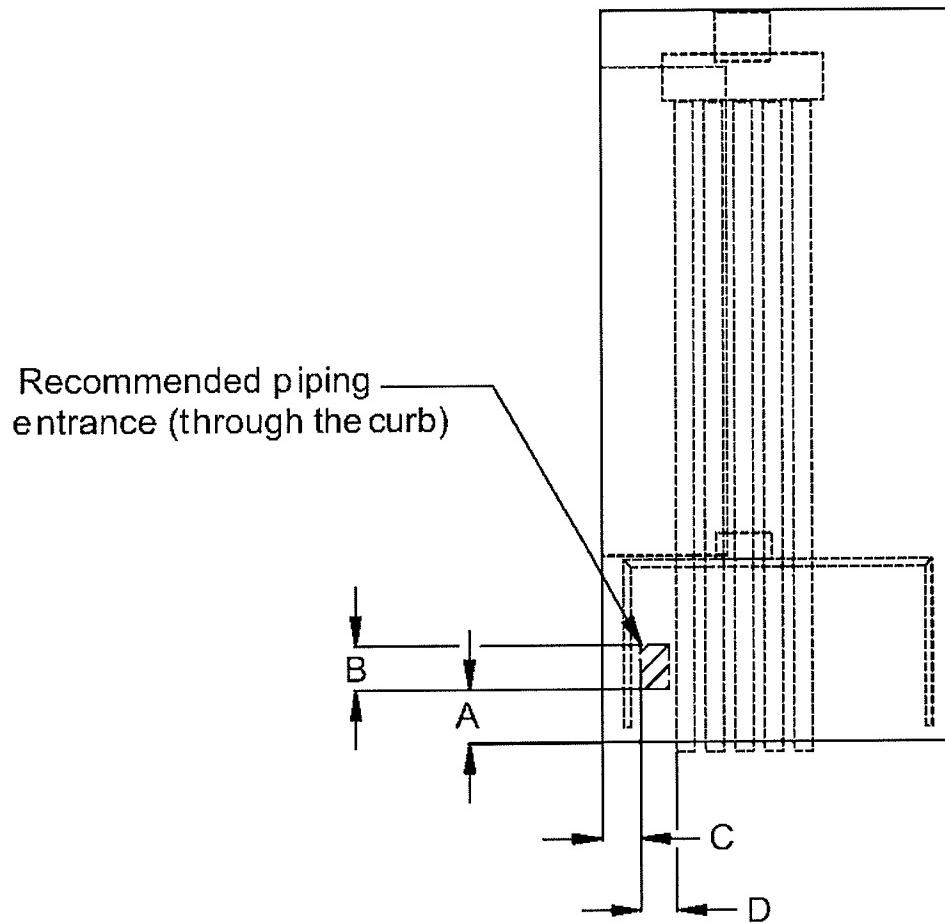
Drawings(4) for RTU-1 thru 4

PLAN VIEW - SERVICE CLEARANCE

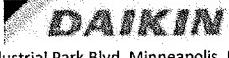
667.0

Product Drawing	Unit Tag: RTU-1 thru 4			Sales Office: Norman Wright Mech. Equip. Corp.		
Product:	Project Name: MSA - Credit One			Sales Engineer:		
Model: RPS130D	Dec. 30, 2016	Ver/Rev:	Sheet: 1 of 1	Scale: NTS	Tolerance: +/- 0.25"	Dwg Units: in [mm]
No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.						
 DAIKIN 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 04.60						

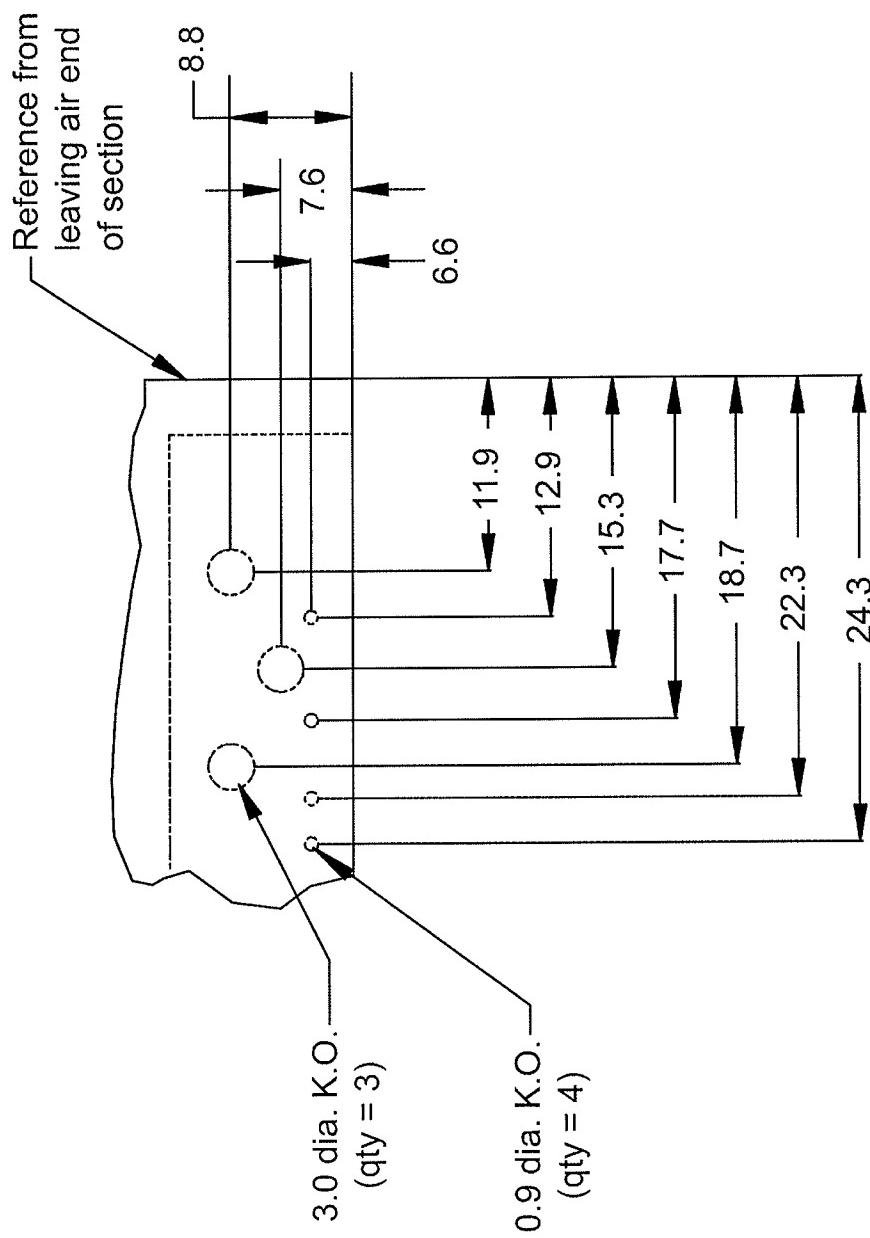
Unit Knockout, Gas Heat, Large Box_Drawing for RTU-1 thru 4



Unit Size	A	B	C	D
045-150	8.6"	6.0"	4.2"	4.0"

Product Drawing	Unit Tag: RTU-1 thru 4	 13600 Industrial Park Blvd. Minneapolis, MN 55441 www.DaikinApplied.com Software Version: 04.60
Product:	Project Name: MSA - Credit One	
Model: RPS130D	Sales Office: Norman Wright Mech. Equip. Corp.	
Sales Engineer:	Dec. 30, 2016 Ver/Rev: Sheet 1 of 1	
No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.		

Unit Knockout, Large Box_Drawing for RTU-1 thru 4

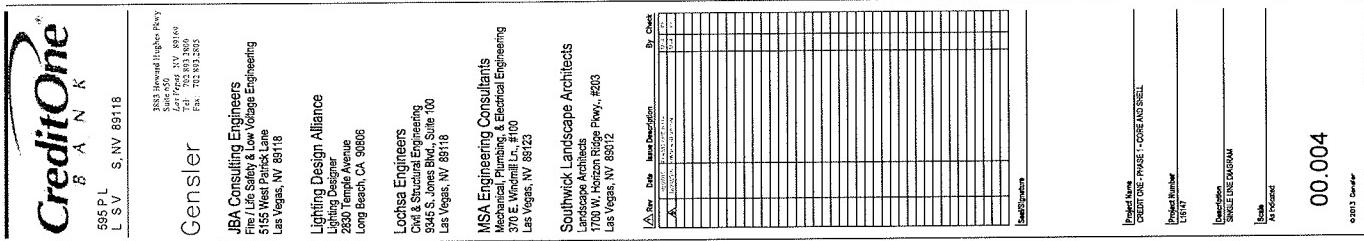


No change to this drawing may be made unless approved in writing by Daikin Applied. Purchaser must determine that the equipment is fit and sufficient for the job specifications.

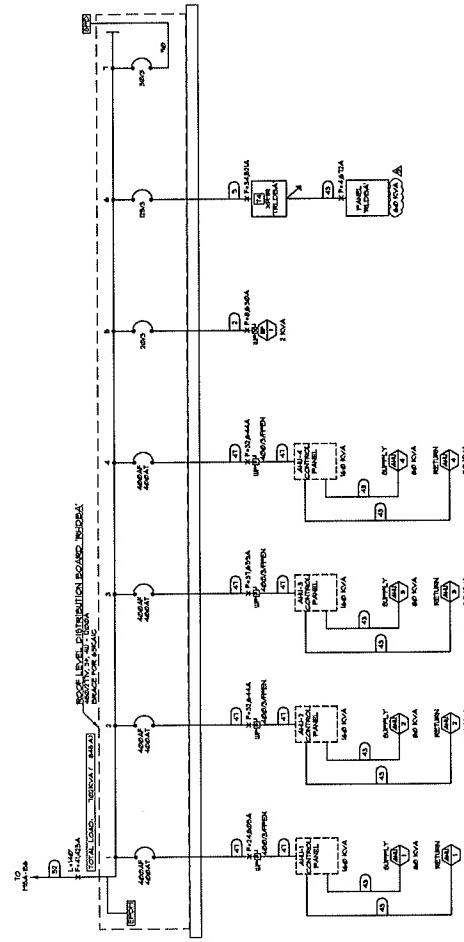


Exhibit G

Sheets E00.002 & E00.004 from Credit One
Combined Field Set dated 4.26.17



GENERAL NOTE:
ONE SHEET EACH FOR
SHEET NOTE:
SEE SHEET EIGHT FOR HOW



A SINGLE LINE DIAGRAM

EXHIBIT 2

DECL

Lars K. Evensen

Nevada Bar No. 8061

Dirk W. Gaspar

Nevada Bar No. 10046

HOLLAND & HART LLP

9555 Hillwood Drive,

Las Vegas, Nevada 8

Phone: 702.669.4600

Fax: 702.669.4650

Ikevens

Attorneys for Plaintiff

Attorneys for Plaintiff,
Cimarron Road LLC

DISTRICT COURT

CLARK COUNTY, NEVADA

CIMARRON ROAD LLC,

Plaintiff,

V.

GENSLER ARCHITECTURE, DESIGN & PLANNING, P.C., DOES I through X, and ROE CORPORATIONS I through X,

Defendants.

CASE NO.

DEPT. NO.

**DECLARATION OF LARS EVENSEN,
ESQ. IN SUPPORT OF COMPLAINT
AGAINST GENSLER
ARCHITECTURE, DESIGN &
PLANNING, P.C.**

I, Lars K. Evensen, Esq., pursuant to NRS 53.045 and under penalty of perjury, hereby declare the following are true and correct to the best of my knowledge:

1. I am over 18-years of age, a licensed attorney in the State of Nevada, admitted to practice before all Courts in Nevada, am a partner at the law firm of Holland & Hart, LLP.

2. I am the day-to-day attorney overseeing the prosecution of this matter as counsel of record for Plaintiff CIMARRON ROAD LLC, ("Plaintiff") in the above-captioned action.

3. I make this Declaration in support of Plaintiff's Complaint against GENSLER ARCHITECTURE, DESIGN & PLANNING, P.C. pursuant to NRS 11.258, as the Complaint is an action filed involving nonresidential construction, against a design professional associated with

1 the design and construction of improvements for the office building located at 6801 S. Cimarron
2 Road, Las Vegas, Nevada (the “Project”).

3 4. I have reviewed the facts of this case with representatives of CIMARRON ROAD
4 LLC and an expert in the area of the practice of architecture.

5 I have consulted with the expert in the area of the practice of architecture regarding
6 the adequacy of GENSLER ARCHITECTURE, DESIGN & PLANNING, P.C.'s design and other
7 services with respect to the Project, including the size and adequacy of the conductors and circuit
8 breakers serving the Project's air handler units and variable air volume boxes as designed by its
9 subconsultant, MELROY ENGINEERING, INC. dba MSA ENGINEERING CONSULTANTS.

10 6. I reasonably believe the expert with whom I consulted is knowledgeable in the
11 discipline implicated in the action involving the practice of architecture.

12 7. I have reviewed the expert report prepared associated with the practice of
13 architecture, which is attached hereto as **Exhibit A**.

14 8. The documents referenced in **Exhibit A** hereto are substantial and voluminous,
15 many of which are large format drawings. As such, it is not feasible to produce copies of such
16 documents concurrently with the filing and service of this Declaration. However, copies of all
17 such documents are available from Holland & Hart, LLP upon request.

18 9. In my opinion, I have concluded there is a reasonable basis in law and fact to bring
19 the subject action.

Pursuant to NRS 53.045, I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

22 DATED this 26th day of May 2021.

/s/ Lars K. Evensen
LARS K. EVENSEN

EXHIBIT A



Perry Consulting Group, Inc.

28 April 2021

Lars Evensen, Esq.
Holland Hart, LLP
6801 S. Cimarron Rd.
Las Vegas, NV 89113

Project: 220006 Credit One Bank
Subject: Initial Summary Report

Lars,

Pursuant to your request, I have reviewed various documents noted and prepared the following Initial Summary Report for the aforementioned case. This Initial Summary Report is organized by the following sections.

1.0 Background

2.0 Documents Reviewed

3.0 Owner (Cimarron Road) & Architect (Gensler) Agreements

4.0 Frank Young, PE's (JS Held, LLC) Preliminary Report of Findings

5.0 Summary Conclusions

6.0 Exhibits

Exhibit 1 – Robert Burnett Perry's CV

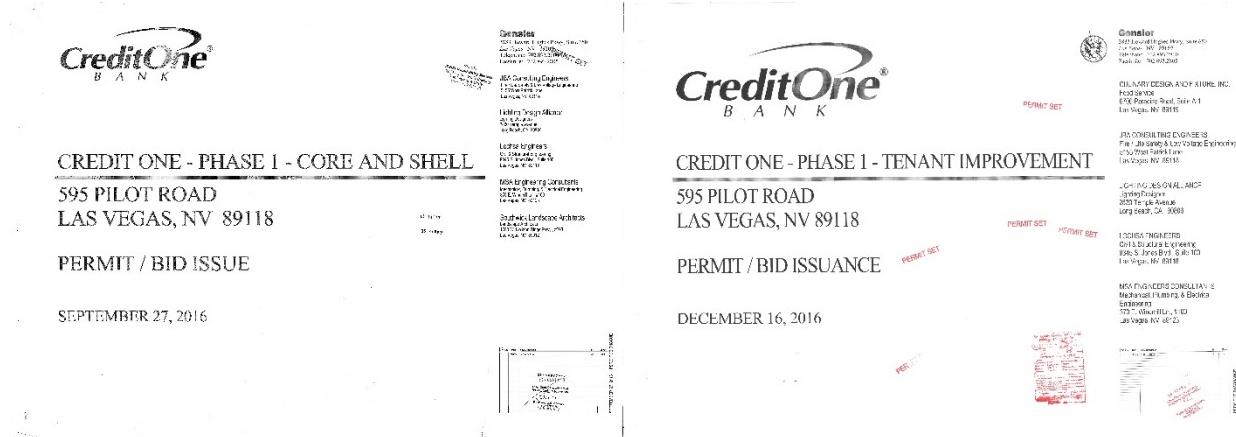
Exhibit 2 – Robert Burnett Perry's Testimony List

Exhibit 3 – Perry Consulting Group, Inc's 2021 Fee Schedule

1.0 Background

This case arises from the design and construction of a 4 story, 150,000 sf office and headquarters building for Credit One Bank in Las Vegas, NV between 2016 & 2018.

The following Initial Summary Report focuses on the contractual obligations and responsibility of the Architect (Gensler Architecture, Design & Planning, PC) for the work of their Electrical Engineering sub-consultant (MSA Engineering Consultants).





Perry Consulting Group, Inc.

2.0 Documents Reviewed

The following documents have been provided to and reviewed by Perry Consulting Group, Inc. in preparation of this report.

Documents Provided for Review

- Credit One Bank – File Documents
- Burke Construction – Construction Administration Documents
- Grand Canyon Development – Construction Administration Documents
- Gensler Architecture, Design & Planning, PC – Change Order Documents
- 2016-06-27 – Owner (Cimarron Road, LLC) & Architect (Gensler) Building Core & Shell Agreement – Bates COB000016 - 34
- 2016-06-27 – Owner (Cimarron Road, LLC) & Architect (Gensler) Tenant Improvements Agreement – Bates COB000035 - 54
- 2016-09-27 – Core & Shell Phase Construction Drawings - Permit & Bid Set
- 2016-09-19 – Core & Shell Phase Project Manual - Specifications
- 2016-12-16 – Tenant Improvements Phase Construction Drawings – Permit & Bid Set
- Frank Young, PE (JS Held, LLC) - 2020-11-30 Preliminary Report of Findings



Perry Consulting Group, Inc.

3.0 Owner (Cimarron Road) & Architect (Gensler) Agreements

2016-06-27 – Owner (Cimarron Road, LLC) & Architect (Gensler) Building Core & Shell Agreement: (excerpts)

A. Project

A.1 Project Description. The project includes design and documentation for a 4-story, 150,000 sf tilt-up concrete, Headquarters building for Credit One Bank. The project also includes improvements to the approximate 25 acre site located at Cimarron and Roy Horn Drive, Las Vegas, Nevada.

B. Scope of Services Provided by Gensler

B.1 Gensler's Basic Services.

Gensler's Basic Services include design services for the 4-story, 150,000 sf core & shell building, including restrooms, elevator doors and interiors; site development including parking, landscape, and offsite improvements. Gensler will engage sub-consultants to provide design services for the following building systems or components: Structural Engineering, Mechanical, Electrical, Low Voltage and Plumbing engineering, Lighting Design, Landscape Architecture....

B.1.2.2 Schematic Design. Based on the approved conceptual Design and Client's authorization to proceed, Gensler will develop the Schematic Design, consisting of:

- h) Outline description of building systems included in Gensler's scope of services, prepared by Gensler's consultants.**

B.1.2.3 Design Development. Based on the approved Schematic Design and Client's authorization to proceed, Gensler will proceed with Design Development, to further develop the design, including:

- j) Preliminary designs of building systems included in Gensler's scope of services (prepared by Gensler's consultants) and coordination with Client's engineering and other consultants.**

B.1.2.4 Construction Documents. Based on the approved Design Development Documents, authorized adjustments to the Project Budget, and Client's authorization to proceed, Gensler will provide Drawings & Specifications intended to be used for constructing the Project, including:

- m) Engineering drawings of systems included in Gensler's scope of services (prepared by Gensler's consultants) and coordination with Client's engineering & other consultants.**

D. Compensation

D.1 Basic Services.

Compensation for Architectural Basic Services shall be the lump sum of (to be finalized upon selection of sub-consultants).

The following fees are within the a range from the current proposals. This agreement will be modified to include final consultant fees.

MP&E	\$61,500.00
------	-------------

Standard Terms & Conditions of the Agreement between Client and Architect

Article 2 – Architect's Services.

2.1 Architect's services shall be performed as expeditiously as is consistent with the orderly progress of the Work and with the professional skill and care ordinarily provided by architects practicing in the same locality under similar circumstances ("Standard of Care")



Perry Consulting Group, Inc.

2016-06-27 – Owner (Cimarron Road, LLC) & Architect (Gensler) Tenant Improvements Agreement: (excerpts)

A. Project

A.1 Project Description. The project includes build-out of 150,000 sf on four floors of the new Credit One Corporate Headquarters Building in Las Vegas, Nevada.

B. Scope of Services Provided by Gensler

B.1 Gensler's Basic Services.

Gensler's Basic Services include design services for office space, conference rooms, common areas, storage, public corridors, signs required by code and full service commercial kitchen, server and employee dining facility. Gensler will engage sub-consultants to provide design services for the following building systems or components: Structural Engineering (for minor framing details as required by permitting jurisdiction), mechanical, electrical, plumbing and low voltage engineering, lighting design, food service design.....

B.1.2.3 Schematic Design. Based on the approved conceptual Design and Client's authorization to proceed, Gensler will develop the Schematic Design, consisting of:

c) Outline description of building systems included in Gensler's scope of services, prepared by Gensler's consultants.

B.1.2.4 Design Development. Based on the approved Schematic Design and Client's authorization to proceed, Gensler will proceed with Design Development, to further develop the design, including:

f) Preliminary designs of building systems included in Gensler's scope of services (prepared by Gensler's consultants) and coordination with Client's engineering and other consultants.

B.1.2.5 Construction Documents. Based on the approved Design Development Documents, authorized adjustments to the Project Budget, and Client's authorization to proceed, Gensler will provide Drawings & Specifications intended to be used for constructing the Project, including:

i) Engineering drawings of systems included in Gensler's scope of services (prepared by Gensler's consultants) and coordination with Client's engineering & other consultants.

D. Compensation

D.1 Basic Services.

Compensation for Basic Services shall be the lump sum of (to be finalized upon selection of sub-consultants).

Consultant Fees:

The following fees are within the a range from the current proposals. (This agreement will be modified to include final negotiated consultant fees)

MP&E	\$163,000.00
------	--------------

Standard Terms & Conditions of the Agreement between Client and Architect

Article 2 – Architect's Services.

2.1 Architect's services shall be performed as expeditiously as is consistent with the orderly progress of the Work and with the professional skill and care ordinarily provided by architects practicing in the same locality under similar circumstances ("Standard of Care")



Perry Consulting Group, Inc.

4.0 Frank Young, PE (JS Held, LLC) Preliminary Report of Findings

2020-11-30 – Frank Young, PE (JS Held, LLC) Preliminary Report of Findings: (excerpts)

Executive Summary

Based on the provided documents and my experience as a design professional, it is my expert opinion that MSA Engineering Consultants (MSA) did not perform their professional duties to the standard of care for an engineering professional due to the following:

- *MSA undersized the conductors and circuit breakers for the rooftop air handling units, while readily available electrical data was available to appropriately size the conductors and circuit breakers as per NEC and the manufacturer's recommendations.*
- *After being provided submittals for rooftop air handling units with the appropriate electrical connection requirements to each unit, MSA did not revise their documents until approximately six months after their review of the submittals.*
- *Upon revising their electrical documents per the manufacturer's submittal data, MSA provided a revision that did not meet the National Electrical Code's conductor derating requirements for six carrying conductors installed in a single conduit as reflected on their revised drawings.*

Standard of Care

For the purpose evaluating the engineer's work, we have applied the following definition of the standard of care described within The Architect's Handbook of Professional Practice, Fifteenth Edition (2014) published by the American Institute of Architects.

Standard of Care - *What a reasonable prudent and careful engineer would do in the same community, at the same timeframe, under similar facts and circumstances.*

The engineer is to follow applicable codes, available data and industry standards to produce a set of contract documents that can be submitted for construction, where an owner can reasonably expect the design to meet this standard of care, with the understanding that perfection is not a reasonable standard.



Perry Consulting Group, Inc.

5.0 Summary Conclusions

- **Robert Burnett Perry's Expert Qualifications:**
 - Actively involved in the Architectural Design &/or Construction Industry since 1973. (48 yrs.)
 - Licensed Architect since 1983 (38 yrs) and in Nevada since 1996. (25 yrs.)
 - Performed investigations and/or testified as an Architectural & Construction Expert since 1983 (38 yrs.) throughout California, Nevada, Arizona, Oregon & New Mexico.
 - Owned and managed Perry Consulting Group, Inc., an Architectural & Construction Design & Consulting Practice since 1985. (36 yrs.)
- The Standard of Care for the Architect's Basic Services is set forth in each of the Owner Architect Agreements, as previously noted above. This Standard of Care would equally apply to each of Gensler's engineering sub-consultants including the Electrical Engineer MSA Engineering Consultants (MSA).
- In accordance with each of the Owner Architect Agreements, as previously noted above, the Architect (Gensler) was contractually obligated and responsible to provide Electrical Engineering services in accordance with the industry Standard of Care as noted above, including the work of their sub-consultant MSA Engineering Consultants (MSA).
- According to Frank Young, PE's expert opinion, noted above in his Preliminary Report of Findings, MSA Engineering Consultants (MSA) did not perform their professional duties to the industry Standard of Care for an Electrical Engineering Professional with respect to their work on the Credit One Bank Building.
- Therefore, Gensler failed to provide the Owner with Electrical Engineering services for the Credit One Bank Building within the industry Standard of Care, which was required pursuant to each of the Owner Architect Agreements as previously noted above.
- Based upon the investigation and Summary Conclusions above, there is a reasonable basis for filing an action against Gensler Architecture, Design & Planning, PC in this matter.

This concludes my Initial Summary Report with respect to the aforementioned case. I reserve the right to supplement this report should additional information become available. Should you have any questions or wish additional information, please don't hesitate to call or e-mail.



Expires 12/31/2021

Robert Burnett Perry, Architect, NCARB, LEED AP
 Perry Consulting Group, Inc.
 Nevada Architectural Registration 3546



Perry Consulting Group, Inc.

Exhibit 1

Robert Burnett Perry's CV



Perry Consulting Group, Inc.

Robert Burnett Perry, Architect, NCARB, LEED AP

Education:

California Polytechnic State University, San Luis Obispo, California

Bachelor of Science - Architecture, 1975-1978

Concentration: Passive Environmental Control

University of Oregon, Eugene, Oregon - 1973-1974

Miramonte High School, Orinda, California - 1969-1973

Architectural Registration:

California Architectural Registration, C14239, June 23, 1983

Arizona Architectural Registration, 29651, November 14, 1995

Nevada Architectural Registration, 3546, January 23, 1996

New Mexico Architectural Registration, 4735, March 20, 2009

Oregon Architectural Registration, 6073, March 26, 2012

Washington Architectural Registration, 11361, June 4, 2015 (inactive)

Florida Architectural Registration – AR97606, June 3, 2015 (inactive)

Texas Architectural Registration – 24917, June 25, 2015 (inactive)

National Council of Architectural Registration Board Certification, 46223

U.S. Green Building Council (USGBC) LEED Accredited Professional, June 6, 2009

General Contractor Registration:

Oregon General Contractor License, 1980 (inactive)

California General Contractor License, B-750921, June 22, 1998

Professional Employment:

12/99 - Present: President/CEO
Perry Consulting Group, Inc.
La Mesa/ El Cajon/ Jamul, California

1/88 - 11/99: President/CEO
Perry & Perry Architects, Inc.
Alpine, California

7/86 - 12/87: President/CEO
Robert Burnett Perry, Inc. dba: Perry & Perry Architects
Alpine, California

12/85 - 6/86: Principal
Perry & Perry
Alpine, California



Perry Consulting Group, Inc.

Professional Employment: (Continued)

- 1/83 - 12/85: Project Architect
John C. Stevenson Architect, Inc.
Stevenson & Frost Consulting Architects
San Diego, California
- 6/82 - 1/83: Designer/Builder/Owner
Residence, Adobe Oaks
Alpine, California
- 10/80 - 5/82: Project Manager/Construction Administrator
Deems, Lewis & Partners
San Diego, California
- 10/79 - 4/80: Project Coordinator/Construction Administrator
Threshold, A Group of Architects PC
Eugene, Oregon
- 6/78 - 10/79: Project Coordinator
Moreland/Unruh/Smith PC
Eugene, Oregon
- 1976-1978: Designer/Builder
Residence of Lee & Johnette Perry
Incline Village, Lake Tahoe, Nevada
- 1973-1976: Designer/Foreman/Carpenter/Concrete Finisher
Gamboni Construction Company
Lake Tahoe and Reno, Nevada

Professional Organizations:

- American Institute of Architects (AIA) (inactive)
National Council of Architectural Registration Boards (NCARB)
International Code Conference (ICC)
International Living Future Institute (ILFI) – Living Building Challenge (inactive)
American Architectural Manufacturers Association (AAMA) (inactive)
Urban Land Institute (ULI) (inactive)
American Society of Heating, Refrigeration & Air Conditioning Engineers (ASHRAE) (inactive)
US Green Building Council (USGBC) (inactive)



Perry Consulting Group, Inc.

Professional Experience:

- Construction Defect Investigations, Repair Construction Documentation and/or Construction Administration - Residential, Commercial and Industrial Projects throughout California, Nevada, Arizona, Oregon & New Mexico.
- Moisture Protection Consultant to Developers, Architects and Owners for Residential, Commercial and Industrial Projects throughout San Diego County.
- Architectural Design and Construction Administration Services for Commercial, Industrial and Residential Projects throughout California, Oregon and Nevada.

Arbitrator/ Mediator Experience:

- 96007 Montefino HOA v Presley Development, Diamond Bar, CA
Architectural Mediator on behalf of Judge Lopardo
- 21057 Arihant v T. G. Shepard Construction, Inc., et al, Best Western, Fallon, NV
Expert Arbitrator on behalf of Edgmon Electric Co.

Professional Lectures:

- Guest Speaker, "Post Litigation Reconstruction" Seminar sponsored by C.A.I., February, 1989.
- Guest Speaker, "Professional Services for Major Maintenance & Reconstruction Projects" Seminar sponsored by CAI, September, 1992.
- Guest Speaker, California Polytechnic State University, San Luis Obispo, March, 1994.
- Instructor, "Construction Defect Litigation and Reconstruction" Class:
Palomar College, October 1991
San Diego State University, November, 1991
San Diego State University, October, 1992
San Diego State University, March, 1993

Community Service Activities:

- Alpine Community Design Review Preparation Committee (1986 - 1987)
- County of San Diego Regional Growth & Planning Review Task Force (1987 - 1988)
- Alpine Planning Group, Chairman (1987 - 1990)
- Coleman School Advisory Board (1988 - 1992)
- Alpine Chamber of Commerce (1986 - 1998)
- Alpine Community Center: New Building Programming & Design Task Force (1992)
- Alpine Community Center: Sustaining Membership Task Force (1993)
- Second Supervisory District Business Advisory Committee (1993 - 1998)
- County of San Diego Department of Planning and Land Use (DPLU) Streamlining Task Force (1993)
- County of San Diego, Board of Planning & Zoning Appeals (BPZA) (1993 - 1994)
- County of San Diego, Planning and Land Use Review Committee (1994)
- Alpine Town Center Association, Alpine Boulevard Task Force (1994)

Updated: 10 June 2020



Perry Consulting Group, Inc.

Exhibit 2

Robert Burnett Perry's Testimony List



Date	Project Number	State	Case/ Project Name	Party Represented	Testimony Type	Testimony Count - Days			Court	Judge
						Deposition	Arbitration-Hearing	Trial		
						394	30	49		
2020										
February 6, 2020	219004	AZ	Easter/ Rutledge v Divot Partners	Divot Partners	Deposition	1				
2019										
October 29, 2019	217028	AZ	Hensel Phelps v Forms+Surfaces	Forms+Surfaces	Deposition	1				
September 9, 2019	219007	AZ	The Mark HOA v Toll Brothers	Toll Brothers	Deposition	1				
2018										
August 13, 2018	215035	CA	Yuan v Legends at Willow Creek	JAD Construction	Deposition	1				
August 8, 2018	216007	NV	Gargus v Landmark Homes	Landmark Homes	Deposition	1				
July 31, 2018	216031	AZ	Hastings v Marlin	Mr & Mrs Marlin	Trail		1		Maricopa County Superior Court, Phoenix, AZ	Sanders
July 30, 2018	216031	AZ	Hastings v Marlin	Mr & Mrs Marlin	Trial		1		Maricopa County Superior Court, Phoenix, AZ	Sanders
July 27, 2018	215035	CA	Yuan v Legends at Willow Creek	JAD Construction	Deposition	1				
2017										
October 19, 2017	217012	CA	Scully v The Green Scene	The Green Scene	Deposition	1				
February 8, 2017	216006	NV	Crutcher v Beazer Homes	Beazer Homes	Deposition	1				
February 3, 2017	216021	AZ	Lauritzen v Woodside Homes	ProTex Geotechnical	Deposition	1				
January 12, 2017	216023	CA	The Irvine Co. v Cal Pac Homes	The Irvine Company	Deposition	1				
2016										
December 29, 2016	215004	CA	Foster v Courtyards HOA	Melvin & Harriet Foster	Deposition	1				
December 20, 2016	216023	CA	The Irvine Co. v Cal Pac Homes	The Irvine Company	Deposition	1				
December 19, 2016	216023	CA	The Irvine Co. v Cal Pac Homes	The Irvine Company	Deposition	1				
December 6, 2016	213009	NV	Sun City Aliante - Atkins	Del Webb/ Pulte	Deposition	1				
December 1, 2016	216023	CA	The Irvine Co. v Cal Pac Homes	The Irvine Company	Deposition	1				
November 23, 2016	213009	NV	Sun City Aliante - Atkins	Del Webb/ Pulte	Deposition	1				
November 22, 2016	213009	NV	Sun City Aliante - Atkins	Del Webb/ Pulte	Deposition	1				
November 21, 2016	213009	NV	Sun City Aliante - Atkins	Del Webb/ Pulte	Deposition	1				
November 18, 2016	213009	NV	Sun City Aliante - Atkins	Del Webb/ Pulte	Deposition	1				
November 17, 2016	213009	NV	Sun City Aliante - Atkins	Del Webb/ Pulte	Deposition	1				
October 27, 2016	216001	AZ	Gotham Insurance v Blass Roofing	Environmental Strategies, Inc.	Deposition	1				
October 19, 2016	215031	NV	Bennett v DR Horton	DR Horton	Deposition	1				
January 26, 2016	216002	NV	Copper Sands HOA v Cannon Mgmt	Cannon Management	Trial		1		U.S. Federal Court, Las Vegas, NV	Navarro
January 25, 2016	216002	NV	Copper Sands HOA v Cannon Mgmt	Cannon Management	Trial		1		U.S. Federal Court, Las Vegas, NV	Navarro
January 22, 2016	216002	NV	Copper Sands HOA v Cannon Mgmt	Cannon Management	Trial		1		U.S. Federal Court, Las Vegas, NV	Navarro
2015										
December 9, 2015	213042	NV	Munsell v Beazer Homes	Beazer Homes	Deposition	1				
November 19, 2015	213042	NV	Munsell v Beazer Homes	Beazer Homes	Deposition	1				
November 3, 2015	215003	CA	Savannah Place v Beazer Homes	Beazer Homes	Deposition	1				
October 14, 2015	213044	NV	Hernandez v Beazer Homes	Beazer Homes	Deposition	1				
July 22, 2015	213011	NV	View of Black Mountain	Beazer Homes	Deposition	1				
July 20, 2015	213011	NV	View of Black Mountain	Beazer Homes	Deposition	1				
July 9, 2015	213035	NV	Adolph v Beazer Homes	Beazer Homes	Deposition	1				
June 22, 2015	213035	NV	Adolph v Beazer Homes	Beazer Homes	Deposition	1				
April 28, 2015	212009	NV	Palms - FP Holdings v Whiting Turne	The Palms Resort & Casino	Deposition	1				
April 27, 2015	212009	NV	Palms - FP Holdings v Whiting Turne	The Palms Resort & Casino	Deposition	1				
April 22, 2015	213034	NV	Jackson v Beazer Homes	Beazer Homes	Deposition	1				
April 4, 2015	29053	NV	Sandstone HOA v Leishman Constr.	Leishman Construction	Disc. Hearing		1		Discovery Hearing @ JAMS - Special Master Hale	
February 9, 2015	214024	NV	Coghlan v Silver Star Development	Silver Star Development	Deposition	1				
2014										
November 10, 2014	29053	NV	Sandstone HOA v Leishman Constr.	Leishman Construction	Deposition	1				
October 17, 2014	214026	NV	Lino v Lakemont Copper Hills	Lakemont Copper Hills	Deposition	1				
July 7, 2014	29006	AZ	Lawrey v Amberwood - Las Colinas	Amberwood Homes	Deposition	1				
March 18, 2014	27076	AZ	Sun City Grand Zelkind v Del Webb	Del Webb/ Pulte	Trial		1		Maricopa County Superior Court, Phoenix, AZ	Rayes
March 11, 2014	27076	AZ	Sun City Grand Zelkind v Del Webb	Del Webb/ Pulte	Trial		1		Maricopa County Superior Court, Phoenix, AZ	Rayes
March 10, 2014	27076	AZ	Sun City Grand Zelkind v Del Webb	Del Webb/ Pulte	Trial		1		Maricopa County Superior Court, Phoenix, AZ	Rayes
March 4, 2014	27076	AZ	Sun City Grand Zelkind v Del Webb	Del Webb/ Pulte	Trial		1		Maricopa County Superior Court, Phoenix, AZ	Rayes
February 7, 2014	213032	CA	Laurelwood v Shapell	John Flores Painting	Deposition	1				
January 23, 2014	27076	AZ	Sun City Grand Zelkind v Del Webb	Del Webb/ Pulte	Trial		1		Maricopa County Superior Court, Phoenix, AZ	Rayes
January 22, 2014	27076	AZ	Sun City Grand Zelkind v Del Webb	Del Webb/ Pulte	Trial		1		Maricopa County Superior Court, Phoenix, AZ	Rayes
2013										
December 11, 2013	27076	AZ	Sun City Grand Zelkind v Del Webb	Del Webb/ Pulte	Trial		1		Maricopa County Superior Court, Phoenix, AZ	Rayes
December 4, 2013	27076	AZ	Sun City Grand Zelkind v Del Webb	Del Webb/ Pulte	Trial		1		Maricopa County Superior Court, Phoenix, AZ	Rayes
December 3, 2013	27076	AZ	Sun City Grand Zelkind v Del Webb	Del Webb/ Pulte	Trial		1		Maricopa County Superior Court, Phoenix, AZ	Rayes
November 20, 2013	27076	AZ	Sun City Grand Zelkind v Del Webb	Del Webb/ Pulte	Trial		1		Maricopa County Superior Court, Phoenix, AZ	Rayes
November 19, 2013	27076	AZ	Sun City Grand Zelkind v Del Webb	Del Webb/ Pulte	Trial		1		Maricopa County Superior Court, Phoenix, AZ	Rayes
November 11, 2013	210051	NV	Burley v Silver Star	Silver Star Development	Deposition	1				
October 8, 2013	210051	NV	Burley v Silver Star	Silver Star Development	Deposition	1				
September 27, 2013	210051	NV	Burley v Silver Star	Silver Star Development	Deposition	1				
September 6, 2013	210051	NV	Burley v Silver Star	Silver Star Development	Deposition	1				
June 12, 2013	211017	NV	Hartman v MDG	Monterey Development Group	Deposition	1				
February 15, 2013	212003	NV	Cimini v Silver Star	Silver Star Development	Deposition	1				

Date	Project Number	State	Case/ Project Name	Party Represented	Testimony Type	Testimony Count - Days	Court	Judge
2012								
November 7, 2012	27076	AZ	Sun City Grand Zelkind v Del Webb	Del Webb/ Pulte	Deposition	1		
November 6, 2012	27076	AZ	Sun City Grand Zelkind v Del Webb	Del Webb/ Pulte	Deposition	1		
October 17, 2012	211044	AZ	Dana v Glen Curtis Development	Benji Drywall	Deposition	1		
October 9, 2012	27076	AZ	Sun City Grand Zelkind v Del Webb	Del Webb/ Pulte	Deposition	1		
February 13, 2012	210057	NV	Hartman v Silver Star	Silver Star Development	Deposition	1		
February 8, 2012	210057	NV	Hartman v Silver Star	Silver Star Development	Deposition	1		
February 7, 2012	210057	NV	Hartman v Silver Star	Silver Star Development	Deposition	1		
2011								
December 27, 2011	211054	CA	Monroy v SoCal Edison	Southern California Edison (SCE)	Deposition	1		
December 14, 2011	210012	NV	Summerhill v Edwin Enterprises	Edwin Enterprises/ S. Parker	Deposition	1		
October 18, 2011	210005/6	NV	Anastassatos/ Mikulecky v Silver Star	Silver Star Development	Deposition	1		
October 4, 2011	29106	CA	Sonnenshien v WindanSea	Pickford Real Estate, Inc.	Arbitration	1		
July 22, 2011	27076	AZ	Sun City Grand Roberts v Del Webb	Del Webb	Arbitration	1		
July 20, 2011	25075	NV	Siena Sunrise Colony v Bebout	Sunrise Colony	Trial	1	Clark County Superior Court, Las Vegas, NV	Williams
July 19, 2011	25075	NV	Siena Sunrise Colony v Bebout	Sunrise Colony	Trial	1	Clark County Superior Court, Las Vegas, NV	Williams
July 18, 2011	25075	NV	Siena Sunrise Colony v Bebout	Sunrise Colony	Trial	1	Clark County Superior Court, Las Vegas, NV	Williams
May 20, 2011	29081	NV	Allen v Sunrise Colony @ Siena	Sunrise Colony	Deposition	1		
May 19, 2011	29081	NV	Allen v Sunrise Colony @ Siena	Sunrise Colony	Deposition	1		
April 20, 2011	27076	AZ	Sun City Grand Roberts v Del Webb	Del Webb	Arbitration	1		
April 19, 2011	27076	AZ	Sun City Grand Roberts v Del Webb	Del Webb	Arbitration	1		
April 18, 2011	27076	AZ	Sun City Grand Roberts v Del Webb	Del Webb	Arbitration	1		
March 31, 2011	27076	AZ	Sun City Grand Roberts v Del Webb	Del Webb	Arbitration	1		
March 30, 2011	27076	AZ	Sun City Grand Roberts v Del Webb	Del Webb	Arbitration	1		
March 18, 2011	27076	AZ	Sun City Grand Roberts v Del Webb	Del Webb	Arbitration	1		
March 17, 2011	27076	AZ	Sun City Grand Roberts v Del Webb	Del Webb	Arbitration	1		
March 16, 2011	27076	AZ	Sun City Grand Roberts v Del Webb	Del Webb	Arbitration	1		
March 10, 2011	27076	AZ	Sun City Grand Roberts v Del Webb	Del Webb	Arbitration	1		
March 9, 2011	27076	AZ	Sun City Grand Roberts v Del Webb	Del Webb	Arbitration	1		
March 5, 2011	25075	NV	Siena Sunrise Colony v Bebout	Sunrise Colony	Deposition	1		
March 4, 2011	27076	AZ	Sun City Grand Roberts v Del Webb	Del Webb	Arbitration	1		
March 3, 2011	27076	AZ	Sun City Grand Roberts v Del Webb	Del Webb	Arbitration	1		
March 2, 2011	27076	AZ	Sun City Grand Roberts v Del Webb	Del Webb	Arbitration	1		
March 1, 2011	27076	AZ	Sun City Grand Roberts v Del Webb	Del Webb	Arbitration	1		
February 28, 2011	27076	AZ	Sun City Grand Roberts v Del Webb	Del Webb	Arbitration	1		
February 24, 2011	25075	NV	Siena Sunrise Colony v Bebout	Sunrise Colony	Deposition	1		
February 23, 2011	29106	CA	Sonnenshien v WindanSea	Pickford Real Estate, Inc.	Deposition	1		
February 16, 2011	210015	NV	Coronado Bay Club v Oxbow	Oxbow Construction, Inc.	Bench Trial	1	Clark County Superior Court, Las Vegas, NV	Gonzales
February 11, 2011	28015	NV	Serenity II v Environment for Living	Environment for Living	Deposition	1		
February 3, 2011	25075	NV	Siena Sunrise Colony v Bebout	Sunrise Colony	Deposition	1		
2010								
October 18, 2010	210015	NV	Coronado Bay Club v Oxbow	Oxbow Construction, Inc.	Deposition	1		
June 17, 2010	29047	NV	Villalobos v Gardner Enterprises	Gardner Enterprises	Deposition	1		
May 21, 2010	29057	NV	Paul Steelman Ltd. v HKS, Inc.	Paul Steelman Ltd.	Trial	1	U.S. Federal Court, Las Vegas, NV	George
April 29, 2010	29068	NV	Copper Palms v CP Realty	Copper Palms Realty	Deposition	1		
April 1, 2010	29068	NV	Copper Palms v CP Realty	Copper Palms Realty	Deposition	1		
February 9, 2010	29040	NV	Langlotz v The Genoa Company	Ben & Angela Langlotz	Deposition	1		
January 22, 2010	29040	NV	Langlotz v The Genoa Company	Ben & Angela Langlotz	Deposition	1		
January 11, 2010	29093	NV	Burke Assoc. v BJ's Bar West	Burke & Associates, Inc.	Deposition	1		
2009								
December 23, 2009	29093	NV	Burke Assoc. v BJ's Bar West	Burke & Associates, Inc.	Deposition	1		
October 29, 2009	25074.003	NV	Pahor v Red Rock/Sunrise Colony	Red Rock/Sunrise Colony	Deposition	1		
October 13, 2009	27041	NV	Davis/Farley v SilverStar Dev	SilverStar Development	Deposition	1		
August 25, 2009	28012	NV	Upper Deck v Matt Construction	Matt Construction	Trial	1	Clark County Superior Court, Las Vegas, NV	Williams
July 29, 2009	29057	NV	Paul Steelman Ltd. v HKS, Inc.	Paul Steelman Ltd.	Deposition	1		
May 12, 2009	28021	NV	Homan v Edgewater Casino	Edgewater Hotel & Casino	Deposition	1		
2008								
November 6, 2008	27017	AZ	Harvest Prep v Eden Architects	Eden Architects	Deposition	1		
September 26, 2008	28012	NV	Upper Deck v Matt Construction	Matt Construction	Deposition	1		
August 15, 2008	28009	NV	Park Ave HOA v Amland Dev	Amland Development	Deposition	1		
August 14, 2008	28009	NV	Park Ave HOA v Amland Dev	Amland Development	Deposition	1		
January 18, 2008	21072	AZ	Anthem by Del Webb	Del Webb/ Pulte Homes	Deposition	1		
January 17, 2008	21072	AZ	Anthem by Del Webb	Del Webb/ Pulte Homes	Deposition	1		
January 8, 2008	26034	NV	Enchantment @ Sunset Bay	Joint Expert, HOA & Developers	Deposition	1		
2007								
October 29, 2007	25012	AZ	Transpacific Distribution	Layton Construction	Deposition	1		
October 3, 2007	27056	CA	San Diego City College Gym	RBF Consulting Group	Deposition	1		
April 23, 2007	26054	CA	Julian High School	Randazo Construction	Deposition	1		
March 26, 2007	25070	AZ	Abbett v Terravita	Del Webb/ Pulte	Deposition	1		



Date	Project Number	State	Case/ Project Name	Party Represented	Testimony Type	Testimony Count - Days	Court	Judge
2006								
December 21, 2006	24051	NV	Hake v. Coleman Homes	Coleman Homes	Deposition	1		
September 29, 2006	25007	AZ	Goldberg v. Marson	Louis Marson & Son's	Deposition	1		
May 25, 2006	26006	CA	Johnson v. Millwood	Millwood Construction	Arbitration	1		
May 22, 2006	23004	NV	MacDonald Ranch	Del Webb	Deposition	1		
May 8, 2006	23004	NV	MacDonald Ranch	Del Webb	Deposition	1		
May 3, 2006	26006	CA	Johnson v. Millwood	Millwood Construction	Deposition	1		
April 20, 2006	24026	AZ	Cupero v. Courtland	Courtland Homes	Trial	1	Maricopa Co. Superior Court, Phoenix, AZ	Ryan
April 19, 2006	24026	AZ	Cupero v. Courtland	Courtland Homes	Trial	1	Maricopa Co. Superior Court, Phoenix, AZ	Ryan
March 21, 2006	22014	CA	Indian Ridge	Sunrise Desert	Deposition	1		
2005								
November 15, 2005	24019	CA	Burkett v. Shea Homes	Western Door & Window	Deposition	1		
November 11, 2005	22020	AZ	Schnettler v. Del Webb	Del Webb	Arbitration	1		
October 18, 2005	23021	AZ	Clinefelter v. Jackson	Jackson Properties	Deposition	1		
September 27, 2005	24001	AZ	Houy v. Fulton Homes	Fulton Homes	Deposition	1		
July 22, 2005	25004	CA	Regal Cinemas	Regal Cinemas	Deposition	1		
June 8, 2005	21083	NV	Carlisle v. Pardee	Pardee Construction	Deposition	1		
May 27, 2005	21083	NV	Carlisle v. Pardee	Pardee Construction	Deposition	1		
May 17, 2005	23079	NV	Canyon Willow Tropicana	Torino Construction	Deposition	1		
May 16, 2005	23079	NV	Canyon Willow Tropicana	Torino Construction	Deposition	1		
April 4, 2005	21083	NV	Carlisle v. Pardee	Pardee Construction	Deposition	1		
2004								
December 10, 2004	23008	AZ	Firebaugh v. Marlor	Marlor Homes	Deposition	1		
December 3, 2004	23005	NV	Sarda v. Del Webb	Del Webb	Deposition	1		
November 1, 2004	23058	AZ	Power v. Jackson	Jackson Properties	Deposition	1		
October 19, 2004	22009	NV	Manno Residence	Whitco Builders	Deposition	1		
October 4, 2004	23028	AZ	Ashland Ranch	Jackson Properties	Deposition	1		
September 29, 2004	22035	AZ	Serena Shores	Geoffry Stone, Inc	Deposition	1		
September 28, 2004	22035	AZ	Serena Shores	Geoffry Stone, Inc	Deposition	1		
September 27, 2004	22035	AZ	Serena Shores	Geoffry Stone, Inc	Deposition	1		
September 15, 2004	22038	AZ	Wilson v. Fulton	Fulton Homes	Deposition	1		
January 21, 2004	23006	AZ	Nelson v. Del Webb	Del Webb	Deposition	1		
2003								
September 19, 2003	22039	NV	Fairway Views	Del Webb	Deposition	1		
September 16, 2003	22039	NV	Fairway Views	Del Webb	Deposition	1		
September 5, 2003	22039	NV	Fairway Views	Del Webb	Deposition	1		
September 4, 2003	22039	NV	Fairway Views	Del Webb	Deposition	1		
June 18, 2003	20056	NV	Bass v. Saxton	Saxton, Inc.	Deposition	1		
June 17, 2003	20056	NV	Bass v. Saxton	Saxton, Inc.	Deposition	1		
May 1, 2003	98036	NV	Canyon Willows	Torino Constr.	Deposition	1		
April 25, 2003	20012	NV	Sunrise Ridge	Saxton, GC/Dev.	Deposition	1		
April 14, 2003	98036	NV	Canyon Willows	Torino Constr.	Deposition	1		
April 13, 2003	98036	NV	Canyon Willows	Torino Constr.	Deposition	1		
April 4, 2003	98036	NV	Canyon Willows	Torino Constr.	Deposition	1		
April 3, 2003	98036	NV	Canyon Willows	Torino Constr.	Deposition	1		
March 12, 2003	98036	NV	Canyon Willows	Torino Constr.	Deposition	1		
March 11, 2003	98036	NV	Canyon Willows	Torino Constr.	Deposition	1		
March 10, 2003	98036	NV	Canyon Willows	Torino Constr.	Deposition	1		
February 28, 2003	98036	NV	Canyon Willows	Torino Constr.	Deposition	1		
February 27, 2003	98036	NV	Canyon Willows	Torino Constr.	Deposition	1		
February 26, 2003	98036	NV	Canyon Willows	Torino Constr.	Deposition	1		
February 25, 2003	98036	NV	Canyon Willows	Torino Constr.	Deposition	1		
2002								
December 18, 2002	22038	AZ	Wilson v. Fulton	Fulton Homes	Deposition	1		
November 5, 2002	22012	AZ	Yeung v. Swinerton	Swinerton & Wallberg Constr.	Deposition	1		
September 18, 2002	22020	AZ	Schnettler v. Del Webb	Del Webb	Trial	1	Maricopa Co. Superior Court, Phoenix, AZ	Downie
August 23, 2002	22020	AZ	Schnettler v. Del Webb	Del Webb	Deposition	1		
July 23, 2002	98075a	NV	Pacific Legends @ Green Valley	Pacific Homes	Trial	1	Clark County Superior Court, Las Vegas, NV	Earl
July 22, 2002	98075a	NV	Pacific Legends @ Green Valley	Pacific Homes	Trial	1	Clark County Superior Court, Las Vegas, NV	Earl
July 19, 2002	98075a	NV	Pacific Legends @ Green Valley	Pacific Homes	Trial	1	Clark County Superior Court, Las Vegas, NV	Earl
May 17, 2002	22018	CA	Point Loma Seafood	Mrs. Kelly's, Inc.	Deposition	1		
February 28, 2002	20018	AZ	Cantabria Shores	Prime C.M.	Deposition	1		
February 14, 2002	21057	NV	Aum Arifiant Sheppard	Edgeman Electric	Arbitration	1		
February 13, 2002	21057	NV	Aum Arifiant Sheppard	Edgeman Electric	Arbitration	1		
February 12, 2002	21057	NV	Aum Arifiant Sheppard	Edgeman Electric	Arbitration	1		
February 11, 2002	21057	NV	Aum Arifiant Sheppard	Edgeman Electric	Arbitration	1		
January 30, 2002	98016a	NV	Elan v. Picerne Construction	Kelly & Picerne Dev	Deposition	1		
January 29, 2002	98037a	NV	Echo Bay v. Robert Jones	Robert Jones Corp.	Deposition	1		
January 10, 2002	21065	AZ	Terravita (Jones v. Del Webb)	Del Webb	Stip. Of Depo.	1	Maricopa Co. Superior Court, Phoenix, AZ	Steinle
January 4, 2002	98037a	NV	Echo Bay v. Robert Jones	Robert Jones Corp.	Deposition	1		

Date	Project Number	State	Case/ Project Name	Party Represented	Testimony Type	Testimony Count - Days	Court	Judge
2001								
December 14, 2001	21065	AZ	Terravita (Jones v. Del Webb)	Del Webb	Deposition	1		
December 11, 2001	21065	AZ	Terravita (Jones v. Del Webb)	Del Webb	Deposition	1		
November 13, 2001	98040a	NV	La Posada @ Summerlin	Signature Homes	Deposition	1		
November 6, 2001	97006a	CA	Adelman Residence	Grupe Development	Deposition	1		
September 26, 2001	98016a	NV	Elan v. Picerne Construction	Kelly & Picerne Dev.	Deposition	1		
September 24, 2001	99079	AZ	Aroz v. Camelot Homes	Camelot Homes	Deposition	1		
September 7, 2001	99079	AZ	Aroz v. Camelot Homes	Camelot Homes	Deposition	1		
September 6, 2001	99079	AZ	Aroz v. Camelot Homes	Camelot Homes	Deposition	1		
August 28, 2001	98040a	NV	La Posada @ Summerlin	Signature Homes	Deposition	1		
August 14, 2001	99031	NV	Pelican Bay v. Robert Jones	Robert Jones Corp.	Deposition	1		
August 2, 2001	99022	NV	Legends West	Pacific Properties	Deposition	1		
August 1, 2001	99022	NV	Legends West	Pacific Properties	Deposition	1		
July 31, 2001	99022	NV	Legends West	Pacific Properties	Deposition	1		
July 25, 2001	99022	NV	Legends West	Pacific Properties	Deposition	1		
July 24, 2001	98040a	NV	La Posada @ Summerlin	Signature Homes	Deposition	1		
July 12, 2001	97020d	CA	Brighton Meadows	Brighton Homes	Deposition	1		
June 26, 2001	98077a	NV	Legacy Legends v. Pacific Prop.	Pacific Properties	Deposition	1		
May 29, 2001	98045a	NV	Rancho Sierra v. Robert Jones	Robert Jones Corp.	Deposition	1		
May 24, 2001	98045a	NV	Rancho Sierra v. Robert Jones	Robert Jones Corp.	Deposition	1		
May 11, 2001	20009	CA	Henderson v. Brighton Assoc.	Brighton Homes	Deposition	1		
May 8, 2001	99071	NV	Souvenir v. Charter Development	Charter Development	Deposition	1		
May 2, 2001	98017a	NV	Elan v. Picerne Construction	Kelly & Picerne Dev.	Deposition	1		
May 1, 2001	99071	NV	Souvenir v. Charter Development	Charter Development	Deposition	1		
April 30, 2001	99071	NV	Souvenir v. Charter Development	Charter Development	Deposition	1		
April 24, 2001	99061	NV	Las Hadas v. Durable Homes	Jan Peters/Durable Homes	Deposition	1		
April 23, 2001	99061	NV	Las Hadas v. Durable Homes	Jan Peters/Durable Homes	Deposition	1		
April 16, 2001	98040a	NV	La Posada @ Summerlin	Signature Homes	Deposition	1		
April 16, 2001	98077a	NV	Legacy Legends v. Pacific Prop.	Pacific Properties	Deposition	1		
April 9, 2001	98045a	NV	Rancho Sierra v. Robert Jones	Robert Jones Corp.	Deposition	1		
April 4, 2001	98077a	NV	Legacy Legends v. Pacific Prop.	Pacific Properties	Deposition	1		
March 13, 2001	98040a	NV	La Posada @ Summerlin	Signature Homes	Deposition	1		
February 21, 2001	98077a	NV	Legacy Legends v. Pacific Prop.	Pacific Properties	Deposition	1		
February 20, 2001	98077a	NV	Legacy Legends v. Pacific Prop.	Pacific Properties	Deposition	1		
February 7, 2001	98040a	NV	La Posada @ Summerlin	Signature Homes	Deposition	1		
February 6, 2001	99026	CA	Anaheim Crest	KB Home	Deposition	1		
January 3, 2001	99047	CA	Villagio (Dibley v. Presley)	Presley Homes	Deposition	1		
2000								
December 8, 2000	98016a	NV	Elan v. Picerne Construction	Kelly & Picerne Dev.	Deposition	1		
December 6, 2000	98016a	NV	Elan v. Picerne Construction	Kelly & Picerne Dev.	Deposition	1		
November 30, 2000	97020c	CA	Brighton Estates	Brighton Homes	Deposition	1		
November 29, 2000	97020c	CA	Brighton Estates	Brighton Homes	Deposition	1		
November 28, 2000	97020c	CA	Brighton Estates	Brighton Homes	Deposition	1		
November 22, 2000	98016a	NV	Elan v. Picerne Construction	Kelly & Picerne Dev.	Deposition	1		
October 25, 2000	98025b	NV	La Mancha II	Stanton Construction	Deposition	1		
October 25, 2000	98075a	NV	Pacific Legends @ Green Valley	Pacific Homes	Deposition	1		
October 24, 2000	20043	CA	Jacobson v. Fieldstone	Hacienda Roofing	Deposition	1		
October 16, 2000	98025b	NV	La Mancha II	Stanton Construction	Deposition	1		
October 4, 2000	98066a	CA	Magellan Acacia	Acacia Construction	Deposition	1		
September 26, 2000	98025b	NV	La Mancha II	Stanton Construction	Deposition	1		
September 21, 2000	98066a	CA	Magellan Acacia	Acacia Construction	Deposition	1		
September 8, 2000	98066a	CA	Magellan Acacia	Acacia Construction	Deposition	1		
August 31, 2000	97020b	CA	Rancho Cielo	Rancho Cielo Association	Deposition	1		
August 30, 2000	97020b	CA	Rancho Cielo	Rancho Cielo Association	Deposition	1		
August 29, 2000	97020b	CA	Rancho Cielo	Rancho Cielo Association	Deposition	1		
August 28, 2000	97020b	CA	Rancho Cielo	Rancho Cielo Association	Deposition	1		
August 23, 2000	98072a	CA	Allegro	American West Homes	Deposition	1		
August 15, 2000	98075a	NV	Pacific Legends @ Green Valley	Pacific Homes	Deposition	1		
August 14, 2000	98075a	NV	Pacific Legends @ Green Valley	Pacific Homes	Deposition	1		
July 19, 2000	99034	CA	Indian Wells v. Robert Jones	Robert Jones Corp.	Deposition	1		
July 18, 2000	99034	CA	Indian Wells v. Robert Jones	Robert Jones Corp.	Deposition	1		
July 6, 2000	98075a	NV	Pacific Legends @ Green Valley	Pacific Homes	Deposition	1		
July 5, 2000	98075a	NV	Pacific Legends @ Green Valley	Pacific Homes	Deposition	1		
July 3, 2000	98075a	NV	Pacific Legends @ Green Valley	Pacific Homes	Deposition	1		
June 28, 2000	98025a	NV	La Mancha Estates	Stanton Construction	Deposition	1		
May 18, 2000	98025a	NV	La Mancha Estates	Stanton Construction	Deposition	1		
May 17, 2000	98025a	NV	La Mancha Estates	Stanton Construction	Deposition	1		
February 25, 2000	97015	CA	East Lake Green	East Lake Company	Deposition	1		
January 18, 2000	96089a	CA	Blattner v. Pacific Scene	Pacific Scene	Deposition	1		
January 14, 2000	96089a	CA	Blattner v. Pacific Scene	Pacific Scene	Deposition	1		
January 13, 2000	96089a	CA	Blattner v. Pacific Scene	Pacific Scene	Deposition	1		

Date	Project Number	State	Case/ Project Name	Party Represented	Testimony Type	Testimony Count - Days	Court	Judge
1999								
December 22, 1999	96088a	CA	Trenfel Residence	Dale Johnson, GC	Deposition	1		
November 17, 1999	98044a	NV	Green Valley Apartments	M&B Mechanical	Deposition	1		
September 28, 1999	97049a	CA	San Miguel II	Oceanside Beach Partners	Deposition	1		
July 16, 1999	97049a	CA	San Miguel II	Oceanside Beach Partners	Deposition	1		
July 15, 1999	97049a	CA	San Miguel II	Oceanside Beach Partners	Deposition	1		
July 14, 1999	97049a	CA	San Miguel II	Oceanside Beach Partners	Deposition	1		
July 6, 1999	99012	CA	Tahquitz Canyon Apartments	Corporate Fund for Housing	Trial		1	Riverside Co. Superior Court, Indio, CA
June 17, 1999	98027a	CA	Brown v. Imperial Bank	Imperial Bank	Deposition	1		
June 8, 1999	98027a	CA	Brown v. Imperial Bank	Imperial Bank	Deposition	1		
June 4, 1999	98027a	CA	Brown v. Imperial Bank	Imperial Bank	Deposition	1		
June 1, 1999	96081a	CA	Evers v. Peiffer	Lila Peiffer	Deposition	1		
May 26, 1999	99012	CA	Tahquitz Court Apartments	Corporate Fund for Housing	Deposition	1		
May 17, 1999	96081a	CA	Evers v. Peiffer	Lila Peiffer	Deposition	1		
May 12, 1999	98062a	CA	Shaw-Ring v. Village Square	Village Square	Trial		1	San Diego Co. Superior Court, Vista, CA
May 11, 1999	98062a	CA	Shaw-Ring v. Village Square	Village Square	Trial		1	San Diego Co. Superior Court, Vista, CA
March 8, 1999	97054a	CA	Monarch Villas	F.R. Ghianni	Deposition	1		
February 19, 1999	98032a	CA	Shadow Ridge @ Oak Park	Regis Construction	Deposition	1		
February 3, 1999	98032a	CA	Shadow Ridge @ Oak Park	Regis Construction	Deposition	1		
February 2, 1999	98032a	CA	Shadow Ridge @ Oak Park	Regis Construction	Deposition	1		
February 1, 1999	98032a	CA	Shadow Ridge @ Oak Park	Regis Construction	Deposition	1		
January 13, 1999	96052a	CA	The Highlands	Barratt Homes	Deposition	1		
1998								
December 17, 1998	96052a	CA	The Highlands	Barratt Homes	Deposition	1		
December 2, 1998	97020a	CA	Peters vs. Brighton	Brighton Homes	Deposition	1		
December 1, 1998	97020a	CA	Peters vs. Brighton	Brighton Homes	Deposition	1		
November 24, 1998	96052a	CA	The Highlands	Barratt Homes	Deposition	1		
November 12, 1998	96052a	CA	The Highlands	Barratt Homes	Deposition	1		
November 11, 1998	97042a	CA	Summer Winds	48 Telegraph Canyon	Deposition	1		
October 15, 1998	96091c	CA	Heritage II	Strang Heat & Air	Deposition	1		
October 14, 1998	97042a	CA	Summer Winds	48 Telegraph Canyon	Deposition	1		
October 1, 1998	97014a	CA	East Bluff "O"	Wyland Enterprises	Deposition	1		
September 28, 1998	95063c	CA	Brandywine Classics	Housing Opportunities	Deposition	1		
September 24, 1998	96077a	CA	Shea vs. Double E	Dixieline Lumber	Deposition	1		
September 21, 1998	95063c	CA	Brandywine Classics	Housing Opportunities	Deposition	1		
September 18, 1998	96077b	CA	Shea vs. Double E	Dixieline Lumber	Deposition	1		
August 27, 1998	97014d	CA	East Bluff "O" - Wyland	Wyland Enterprises	Deposition	1		
August 27, 1998	97014b	CA	East Bluff "O" - Strang	Wyland Enterprises	Deposition	1		
July 14, 1998	97036b	CA	Rogers vs. William Lyon Co.	William Lyon Company	Deposition	1		
May 6, 1998	96002a	CA	Remington: Shea vs. Coffman	E.B. Builders	Deposition	1		
April 20, 1998	96039a	CA	Schmidt vs. Expert Air	MJD Plastering	Deposition	1		
April 7, 1998	97036a	CA	Rogers vs. William Lyon Co.	William Lyon Company	Deposition	1		
April 6, 1998	97036a	CA	Rogers vs. William Lyon Co.	William Lyon Company	Deposition	1		
March 31, 1998	96076a	CA	Shea Homes vs. TM Cobb	C.R. Schreiber Construction	Deposition	1		
March 24, 1998	97014c	CA	East Bluff "O" - Strang	Wyland Enterprises	Deposition	1		
March 9, 1998	96002a	CA	Remington: Shea vs. Coffman	E.B. Builders	Deposition	1		
February 26, 1998	96039a	CA	Schmidt vs. Expert Air	MJD Plastering	Deposition	1		
February 25, 1998	96002b	CA	Remington: Shea vs. Coffman	E.B. Builders	Deposition	1		
February 19, 1998	96061a	CA	Batiquitos Bluff Lagoon	Sammis Properties	Deposition	1		
February 18, 1998	96061a	CA	Batiquitos Bluff Lagoon	Sammis Properties	Deposition	1		
February 12, 1998	96061a	CA	Batiquitos Bluff Lagoon	Sammis Properties	Deposition	1		
January 23, 1998	97019a	CA	Rancho Casa Blanca v WE 7 Inc.	Hoszman & Associates	Deposition	1		

Date	Project Number	State	Case/ Project Name	Party Represented	Testimony Type	Testimony Count - Days	Court	Judge
1997								
December 17, 1997	95121c	CA	Montelena @ Aliso Viejo	LDM Development & GlenFed	Deposition	1		
December 8, 1997	96075b	CA	The Plaza @ La Jolla Village	Dale Tile	Trial	1	San Diego County Superior Court, El Cajon, CA	Maloche
December 2, 1997	96069a	CA	Unity vs. Jarson	William Collier	Trial	1	San Diego County Superior Court, San Diego, CA	May
October 24, 1997	97029a	CA	Seaport HOA vs Niguel Interiors	Pacific Stucco (Kennington)	Deposition	1		
September 18, 1997	95117c	CA	Mira La Paz	Barry Stone & Associates	Deposition	1		
September 17, 1997	96091a	CA	Heritage II	Strang Heat & Air	Deposition	1		
September 15, 1997	95117c	CA	Mira La Paz	Barry Stone & Associates	Deposition	1		
September 11, 1997	96090a	CA	Highridge @ Mesa Summit	Strang Mechanical	Deposition	1		
September 8, 1997	97004a	CA	Childers Builders Park	Kennington Plaster	Deposition	1		
September 2, 1997	95022c	CA	Niguel Summit	Buzz Saw Construction	Trial	1	Orange County Superior Court, Santa Ana, CA	Thomas
August 28, 1997	95022c	CA	Niguel Summit	Buzz Saw Construction	Trial	1	Orange County Superior Court, Santa Ana, CA	Thomas
August 19, 1997	96012a	CA	Kennedy vs Dividend Dev.	Dividend Development	Deposition	1		
August 1, 1997	96012a	CA	Kennedy vs Dividend Dev.	Dividend Development	Deposition	1		
July 30, 1997	96012a	CA	Kennedy vs Dividend Dev.	Dividend Development	Deposition	1		
July 29, 1997	96012a	CA	Kennedy vs Dividend Dev.	Dividend Development	Deposition	1		
July 18, 1997	96030a	CA	Belsera	Lyons Company	Deposition	1		
July 14, 1997	96017a	CA	Shadow Ridge Park Apartments	Borneman Plastering	Deposition	1		
July 11, 1997	96069a	CA	Unity vs. Jarson	William Collier	Deposition	1		
June 27, 1997	96055a	CA	Elysian Community Association	Alcala Company	Deposition	1		
June 25, 1997	96030a	CA	Belsera	Lyons Company	Deposition	1		
June 24, 1997	96030a	CA	Belsera	Lyons Company	Deposition	1		
June 19, 1997	96030a	CA	Belsera	Lyons Company	Deposition	1		
June 10, 1997	96023c	CA	Bridgewater vs. Haseko	American Windows	Deposition	1		
June 6, 1997	96030a	CA	Belsera	Lyons Company	Deposition	1		
June 4, 1997	96030a	CA	Belsera	Lyons Company	Deposition	1		
June 3, 1997	96023b	CA	Bridgewater vs. Haseko	Valley Waterproofing	Deposition	1		
May 27, 1997	96074a	CA	Seashore Condominiums	Expo Building Supplies	Deposition	1		
May 21, 1997	9376c	CA	Desert Horizons	Valley Wide Sheet Metal	Deposition	1		
May 13, 1997	95027a	CA	Romagnolo Residence	Michael Romagnolo	Trial	1	San Diego County Superior Court, San Diego, CA	McConnell
April 29, 1997	95022c	CA	Niguel Summit	Buzz Saw Construction	Deposition	1		
April 11, 1997	95121c	CA	Montelena @ Aliso Viejo	LDM Development & GlenFed	Deposition	1		
April 10, 1997	95121c	CA	Montelena @ Aliso Viejo	LDM Development & GlenFed	Deposition	1		
March 4, 1997	9477c	CA	Panorama vs Constr. Mgmt	Constr. Mgmt. Services	Trial	1	San Diego County Superior Court, San Diego, CA	May
February 13, 1997	96086a	CA	Taylor vs. Martini	Neil & Mary-Ann Martini				
1996								
November 26, 1996	95036c	CA	Scripps Legacy	Hacienda Roofing	Deposition	1		
November 6, 1996	95003c	CA	University Canyon West	D.J. Plastering	Trial	1	San Diego County Superior Court, San Diego, CA	May
November 5, 1996	95003c	CA	University Canyon West	D.J. Plastering	Trial	1	San Diego County Superior Court, San Diego, CA	May
August 13, 1996	94107c	CA	Tierra del Sol vs D.J. Plastering	D.J. Plastering	Deposition	1		
July 25, 1996	95024c	CA	Kaufman & Broad vs Westlake	HNR Framing	Deposition	1		
July 17, 1996	9487c	CA	Tierra del Sol	Pacific Sheet Metal	Deposition	1		
July 2, 1996	95002c	CA	Castle Creek/Circle "R"	Circle "R" (Mike Zupara)	Deposition	1		
June 27, 1996	95093c	CA	Ocean Hills vs Leisure Tech	Knight Iron Works	Deposition	1		
June 21, 1996	95088c	CA	Columbia Place	Valley Waterproofing	Deposition	1		
June 14, 1996	95059c	CA	Ambiance vs Barratt Homes	Barratt American	Deposition	1		
June 13, 1996	95059c	CA	Ambiance vs Barratt Homes	Barratt American	Deposition	1		
June 11, 1996	95021c	CA	Tierra del Sol	Perfect Wall	Deposition	1		
June 5, 1996	95072c	CA	Marlado Highlands	Watt Industries	Deposition	1		
June 3, 1996	95002c	CA	Castle Creek/Circle "R"	Circle "R" (Mike Zupara)	Deposition	1		
May 29, 1996	95002c	CA	Castle Creek/Circle "R"	Circle "R" (Mike Zupara)	Deposition	1		
May 21, 1996	95088c	CA	Columbia Place	Valley Waterproofing	Deposition	1		
May 17, 1996	95088c	CA	Columbia Place	Valley Waterproofing	Deposition	1		
May 10, 1996	95101c	CA	La Costa Meadows	Kennington Plastering	Trial	1	San Diego County Superior Court, San Diego, CA	O'Rourke
May 7, 1996	95101c	CA	La Costa Meadows	Kennington Plastering	Deposition	1		
April 10, 1996	9477c	CA	Panorama vs Construction Management	Construction Management Services	Deposition	1		
March 15, 1996	95072c	CA	Marlado Highlands	Watt Industries	Deposition	1		
March 5, 1996	95072c	CA	Marlado Highlands	Watt Industries	Deposition	1		
March 4, 1996	95101c	CA	La Costa Meadows	Kennington Plastering	Deposition	1		
February 22, 1996	95072c	CA	Marlado Highlands	Watt Industries	Deposition	1		
February 21, 1996	95072c	CA	Marlado Highlands	Watt Industries	Deposition	1		
February 20, 1996	95124c	CA	Villa Martinique vs Barratt	Tru-Wall (drywall)	Deposition	1		
February 9, 1996	95072c	CA	Marlado Highlands	Watt Industries	Deposition	1		
January 17, 1996	9477c	CA	Panorama vs Constr. Mgmt	Constr. Mgmt. Services	Deposition	1		
January 15, 1996	9477c	CA	Panorama vs Constr. Mgmt	Constr. Mgmt. Services	Deposition	1		

Date	Project Number	State	Case/ Project Name	Party Represented	Testimony Type	Testimony Count - Days	Court	Judge
1995								
December 19, 1995	9477c	CA	Panorama vs Constr. Mgmt	Constr. Mgmt. Services	Deposition	1		
December 4, 1995	95099c	CA	Kennady vs Buwalda Contractors	Vern Buwalda Contractors	Arbitration	1		
November 22, 1995	9477c	CA	Panorama vs Constr. Mgmt	Constr. Mgmt. Services	Deposition	1		
November 16, 1995	9477c	CA	Panorama vs Constr. Mgmt	Constr. Mgmt. Services	Deposition	1		
October 31, 1995	95003c	CA	University Canyon West	D.J. Plastering	Deposition	1		
October 4, 1995	9455c	CA	Coles Carpet vs Norman	John Roger Norman	Deposition	1		
September 26, 1995	95003c	CA	University Canyon West	D.J. Plastering	Deposition	1		
August 31, 1995	9482c	CA	La Jolla Alta vs C & M Framing	C & M Framing	Deposition	1		
July 10, 1995	95018c	CA	Zazlow vs Baldwin Creek Park	Coast Plastering	Deposition	1		
June 21, 1995	9496c	CA	Pointe Del Mar	Encinitas Windows	Deposition	1		
June 19, 1995	95018c	CA	Zazlow vs Baldwin Creek Park	Coast Plastering	Deposition	1		
June 14, 1995	9481c	CA	Charlemont vs Hacienda Roofing	Hacienda Roofing	Deposition	1		
June 13, 1995	95017c	CA	The Terraces @ Scripps Ranch	Rainbow Steel & Iron	Deposition	1		
June 13, 1995	9488c	CA	The Terraces @ Scripps Ranch	Pacific Sheet Metal	Deposition	1		
April 20, 1995	9423c	CA	Camelot at Eastlake Shores	B.J. Plastering	Deposition	1		
April 7, 1995	9423c	CA	Camelot at Eastlake Shores	B.J. Plastering	Deposition	1		
April 5, 1995	95009c	CA	La Costa Alta	JCM Drywall	Deposition	1		
April 3, 1995	9447c	CA	Quail Ridge vs D.R. Fitzgerald	D.R. Fitzgerald Framing	Deposition	1		
April 3, 1995	9442c	CA	Quail Ridge vs Burge Corporation	Burge Corporation	Deposition	1		
March 30, 1995	9347c	CA	Casas de las Campanas vs	Cimarron Construction	Deposition	1		
March 13, 1995	9347c	CA	Casas de las Campanas vs	Cimarron Construction	Deposition	1		
March 8, 1995	9469c	CA	Penasquitos Crestmont	South Coast Framing	Deposition	1		
February 16, 1995	9434c	CA	Hummel vs Mummert	Sherry Hummel	Trial	1	San Diego County Superior Court, San Diego, CA	Miller
February 14, 1995	9473c	CA	Conwin vs Rancho Bernardo	Delp Plastering	Deposition	1		
February 14, 1995	9446c	CA	Conwin vs Rancho Bernardo	D.J. Plastering	Deposition	1		
1994								
December 16, 1994	9378c	CA	Ocean Breeze Villas	Southridge Homes	Deposition	1		
December 15, 1994	9378c	CA	Ocean Breeze Villas	Southridge Homes	Deposition	1		
December 6, 1994	9427c	CA	Dr. Smith Residence	Bergen Realty	Deposition	1		
December 2, 1994	9378c	CA	Ocean Breeze Villas	Southridge Homes	Deposition	1		
October 31, 1994	9422c	CA	Master's Hill vs McKellar	B.J. Plastering	Deposition	1		
October 21, 1994	9434c	CA	Hummel vs Mummert	Sherry Hummel	Deposition	1		
September 1, 1994	9372c	CA	Rancho Mirage	Bay Sands Construction	Deposition	1		
August 31, 1994	9423c	CA	Camelot at Eastlake Shores	B.J. Plastering	Deposition	1		
August 31, 1994	9476c	CA	Camelot at Eastlake Shores	Delp Plastering	Deposition	1		
August 29, 1994	9403c	CA	City Scene	American Design Paint/Drywall	Deposition	1		
August 18, 1994	9352c	CA	College Terrace Apartments	First Nationwide Bank	Deposition	1		
August 17, 1994	9411c	CA	Camelot at Eastlake Shores	Pacific Southwest Carports	Deposition	1		
July 13, 1994	9451c	CA	Kipt vs SD Trust & Savings	San Diego Trust & Savings Bank	Deposition	1		
June 17, 1994	9424c	CA	The Falls @ Camino Bernardo	Sentry Sheet Metal	Deposition	1		
May 9, 1994	9270c	CA	Dover HOA	Developer	Trial	1	San Diego County Superior Court, San Diego, CA	Midlam
March 25, 1994	9332c	CA	Ocean Village	Cimaho Associates/Developers	Deposition	1		
March 24, 1994	9334c	CA	McDougal Residence	John & Debbie McDougal	Deposition	1		
March 23, 1994	9162c	CA	Rising Glen Apartments	Mitsugi America Corporation	Trial	1	San Diego County Superior Court, San Diego, CA	Midlam
March 18, 1994	9332c	CA	Ocean Village	Cimaho Associates/Developers	Deposition	1		
March 9, 2024	9373c	CA	Kirst vs Riderwood Meadows	Bill's Drywall	Deposition	1		
February 1, 1994	9005c	CA	Park Row	Harry Peterson Co.	Trial	1	San Diego County Superior Court, San Diego, CA	Adams
January 31, 1994	9005c	CA	Park Row	Harry Peterson Co.	Trial	1	San Diego County Superior Court, San Diego, CA	Adams



Perry Consulting Group, Inc.

Exhibit 3

Perry Consulting Group, Inc's 2021 Fee Schedule



Perry Consulting Group, Inc.

Fee Schedule for Professional Services

1 January 2021

Professional Services:*

Architectural Design and Consulting

Principal Expert Architect/ GC	RBP	\$300.00/hr.
Administrative Manager	KDP	\$ 60.00/hr.
Outside Consultants - Architect/GC	JP, DB	\$240.00/hr.
Project Manager - Architect/GC	JB	\$180.00/hr.
Assistant Project Manager - Architect/GC		\$150.00/hr.
Computer Graphics/ Digital Video		\$120.00/hr.
Administrative Assistant		\$ 60.00/hr.

*Required meetings, mediations and on-site investigations scheduled on Saturdays, Sundays or Holidays will be billed at one and one-half times the scheduled rates.

Cost Estimating and General Construction Consulting

Outside Consultants - Cost Estimator	JP	\$240.00/hr.
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Expert Witness: Trial/Deposition/Arbitration Testimony

Principal Expert Architect/ GC	RBP	\$540.00/hr.
Outside Consultants - Architect/GC	JP, DB	\$420.00/hr.
Project Manager - Architect/GC	JB	\$360.00/hr.

Reimbursable Expenses:**

- Requested File, Drawing, Color Photo & Color Presentation Reproduction
- Trial Exhibits
- Outside Consultant Fees
- Applicable Permits and Fees

**All other expenses, i.e. in-house use printing/plotting, long distance telephone, postage, facsimile and mileage expenses have been incorporated into the professional hourly rates.

Travel time will be billed at the above professional hourly rates. Overnight lodging, flights, car rentals and other travel expenses have been incorporated into the travel time.

All outstanding invoices shall be brought current prior to any expert deposition or trial testimony.

All professional services will be suspended on projects which carry an accounts receivable past due balance greater than 120 days and all scheduled meetings, mediations, depositions and trial testimony will be taken off calendar until such time as the amount owed is brought current.

Unpaid balances over 120 days will be charged interest @ 1-1/2% per month until paid.

Tax Identification #: 33-0181957
Effective through 31 December 2021